

GENUS

SFUND RECORDS CTR
2807-00130

3.

SFUND RECORDS CTR
88166503

February 24, 1988

Mr. Jeff Zelikson, District Director
U.S. Environmental Protection Agency Region IX
215 Fremont Street, T-4
San Francisco, CA 94105

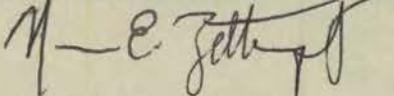
RE: Request for Information Pursuant to Section 104 of CERCLA and
Section 3007 of RCRA for Ellis Street Facilities and
Surrounding Environs.

Dear Mr. Zelikson:

Enclosed are the answers to the questionnaire you sent to GENUS
late last year. Also, included is the letter requesting an
extension until February 26, 1988. I have answered the questions
to the best of my ability. If you need any clarification on
my answers, please contact me.

Sincerely,

GENUS INCORPORATED



Norm E. Zetterquist
Director, Process Development

sh

Centralized Services
2 Embarcadero Ctr.
Suite 2800
SF 94111

Human Health
Evaluation

Bank Americare →

622-6280

Joan Blackstone
Asst. VP

QUESTIONNAIRE ANSWERS, EPA

1. July 1982 to present; tenant. Manufacturer of chemical vapor deposition equipment and laboratories (2) to demonstrate and develop chemical process to utilize said equipment.
2. CAD 981581978 (Prior Number CAX 000070052)
3. Owner: Bank Amerilease Group
555 California Street
San Francisco, CA 94104
4. N/A
5. 290 Ferguson Avenue, CA 94043
6. Yes. (See attached pages. I am only aware and knowledgeable of chemicals at GENUS from January 1987 to present.)
7. See attached. Again, only since January 1987.
8. N/A
9. No ground water analysis done, but in late 1985 air and neutralization discharge water were analyzed. No record of results. Information from William Ramsey (former employee).
10. No.
11. See attached pages.
12. N/A
13. Norman E. Zetterquist, Director, Process Development
14. Questions 1 and 3--Margaret Rennie, GENUS
6--Safety Specialist, Santa Clara, CA to help identify the hazardous materials.
7--Ralph Itanen, GENUS
9--Margaret Rennie, GENUS
William Ramsey, former GENUS employee
11--MBO Insurance Brokers
Menlo Park, CA
15. William L. Lehner and William Ramsey, former employees
16. William L. Lehner and William Ramsey, former employees

QUESTION 6

February 17, 1988

Inventory list of chemicals and gases at: GENUS, Inc.
515 Ellis Street
Mt. View, CA 94043

USED IN CHEMICAL LABS (2)

LIQUIDS

* Acetic Acid	VW & R and Mallickrodt	8 gal.	
* Hydrochloric Acid	VW & R	12 gal.	
* Hydrofluoric Acid	VW & R and G.C.	13 gal.	
* Nitric Acid	VW & R and G.C.	7 gal.	
* Sulfuric Acid	VW & R and Allied	26 gal.	
* Sulfuric Acid (PAD)	Pressure Vessel Co. (bulk)	15 gal.	(Max)
* Sodium Hydroxide (PAD)	Pressure Vessel Co. (bulk)	25 gal.	(Max)
* Ammonium Fluoride	VW & R and G.C.	31 gal.	
* Hydrogen Peroxide	VW & R and G.C.	14 gal.	
* RT-2 Stripper (Chromic Acid)	Allied	1 gal.	
777 Etch	Image Technology	2 gal.	
* Pre-W Etch (Fluoride)	Image Technology	7 gal.	
* PAD Etch	Image Technology	2 gal.	
PRS-1000	J.T. Baker	5 gal.	
Power Stripper	PPM Technology Inc.	2 qt.	
* Benzene	J.T. Baker	500 gm.	
* Carbon Tetrachloride	Kodak Chemical	500 gm.	
* Methyl Chloride	J.T. Baker	500 gm.	
Al-12 (Custom)	Cyantel Chemical	1 gal.	
* Pentane	J.T. Baker	500 gm.	
* Ethylene Glycol Monoethyl	Fisher Scientific	4 ltr.	
* Isopropyl Alcohol	VW & R and G.C.	11 gal.	
* Methyl Alcohol	VW & R, Baker and Mallinckrodt	8 gal.	
* Trichloroethylene	VW & R	1.5 qt.	
* Trichloroethane	VW & R and G.C.	14 gal.	
* Acetone	G.C.	8 gal.	
* Phosphoric Acid	VW & R	2 gal.	

GASES

Tungsten Hexafluoride	GENUS (Airco)	7-4 ltr.
		11-1 ltr.
* Tri-isobutyl Aluminum	GENUS (Airco)	(146 gm) 1-lb.
Carbon Tetrafluoride/ Oxygen	Linde	3-D-1
Dichlorsilane	Linde	3-D-1

* Hazardous Material

VW & R = Van Waters & Rogers

G.C. = General Chemical

* Silane	Linde and Air Products	4-A
* Hydrogen	Linde	2-A
Nitrogen Trifluoride	Air Products	2-C
Nitrous Oxide	Air Products	3-B
Helium	Linde	4-A
Nitrogen	Linde	17-A
Argon	Linde	5-A
		1-D-1
* Ammonia, Anhydrous	Air Products	1-B
* Fluorine in Argon 10%	Air Products	1-C
Halocarbon 116 (C_2F_6)	Linde	2-D-1
* Copper Trifluoroacetyl Acetonate in Benzene	GENUS (Airco) (50 gm.)	1-LB.
Aluminum Trifluoro Acetylacetonate	GENUS (Airco)	1-LB.
Titanium Tetrachloride	Air Products	1-LB.
Nitrogen Trioxide	Linde	1-LB.
* <u>Unknown</u> in 3% Benzene	GENUS (Airco) (162 gm.)	1-LB.
		5-LB
Molybdenum Hexafluoride	GENUS (Airco)	1-D
* Hydrofluoric Acid, Anhydrous	Air Products	3-D
* Hydrofluoric Acid, Anhydrous	Matheson	1-LB
Nitrogen Trifluoride in Argon 5%	<u>Unknown</u>	1-D-1
Oxygen	Linde	5-A
* Aluminum Bromide	GENUS (Airco) (50 gm.)	1-LB

SOLIDS

* Chromium Trioxide	J.T. Baker	2.5 kgm.
Chloroamine-T ($CH_3C_6H_5SO_2NNaCl \cdot 3H_2O$)	EM Science	5 kgm.
* Sodium Dichromate	Mallinckrodt	473 gm.
Phosphorous Ferrocynide	Mallinckrodt	300 gm.
Phosphorous Phosphate (Tri Basic)	Mallinckrodt	1.5 kgm.
* Sodium Hydroxide	Mallinckrodt	473 gm.
Tungsten Hexachloride	Thiokol, Ventron Div.	500 gm.
Tantalum Hexafluoride	Thiokol, Ventron Div.	300 gm.
Molybdenum Pentafluoride	Thiokol, Ventron Div.	300 gm.
Tantalum PentaChloride	Thiokol, Ventron Div.	99 gm.
Tantalum PentaChloride	Noah Chemical	1.0 kgm.

*Hazardous Material

USED IN MODEL SHOP

LIQUIDS

* Cutting Fluid (111 Trichloroethane)	<u>Unknown</u>	1 pt.
* Acetone	VW & R	1 pt.
* Isopropyl Alcohol	VW & R	1 pt.
* Spray Paints	Different Brands	12-12 oz. 4-16 oz.

GASES

* Acetylene	Air Products	1-C
Oxygen	Air Products	1-C

USED IN BUILDING BY JANITORS

Floor Cleaner	EKC Technology	2 gal.
* Toilet Cleaner (H_3PO_4)		5 qt.
Window Cleaner		1 gal.
Clean II (Petroleum Distillates)		2 gal.
Boraxo		30 lbs.
Rug Cleaner		2 gal.
* Laustic Floor Stripper		5 gal.

USED IN DOCUMENT CONTROL

* Ammonia, Aqua		5 gal.
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USED IN ELECTRICAL ROOM

* Flux, Acid	<u>Unknown</u>	
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STORED IN FACILITIES OFFICE

Corrosion Inhibitor	Water Technology	4 gal.
* Hydrocarbon Vacuum Pump Oil	<u>Unknown</u>	4 gal.
* Drain Cleaner	Roto Rooter	1 gal.

VW & R=Van Waters & Rogers
*Hazardous Material

LIST OF CHEMICAL VENDORS

Van Walters & Rogers
San Mateo, CA 94403

GENUS (Airco)
1970 Diamond Street
San Marcos, CA 92069

General Chemical
Pittsburg, CA 94565

Thiokol/Ventron
Danver, MA 01923

PPM Technology Inc.
Easton, PA 18042

J.T. Baker
Phillipsburg, NJ 08965

Fisher Scientific
Fair Lawn, NJ 07410

Kodak Chemical
Rochester, NY 14650

Mallinckrodt
Paris, KY 40361

EM Science
Gibbstown, NJ 08027

Cyantel Chemical
Mt. View, CA 94043

Allied
Morristown, NJ 07960

Matheson Gases
Cucamonga CA 91730

Air Products
23320 So. Alameda St.
Long Beach, CA 90810-1991

Linde, through Almac
215 San Jose Ave.
San Jose, CA 95125

Water Technology
P.O. Box 32846
San Jose, Ca 95152

Image Technology
947 So. 48th St., Unit 121
Tempe AZ 85221

Noah Chemical
Framingdale, NY 11735

LIST OF CHEMICALS NOT USED SINCE JANUARY 1987 AT GENUS INC.

Acetic Acid

Power Stripper

Benzene

Carbon Tetrachloride

Methyl Chloride

Al-12

Pentane

Ethylene Glycol Monoethyl Ether

Tri iso butyl Aluminum

Fluorine in Argon 10%

Halocarbon 116

Copper trifluoroacetyl acetate in Benzene

Aluminum trifluoroacetylacetate

Titanium Tetrachloride

Nitrogen Trioxide

Unknown in Benzene

Molybdenum Hexafluoride

Aluminum Bromide

Chromium Trioxide

Chloroamine T

Sodium Dichromate

Phosphorous Ferrocynide

Phosphorous Phosphate

Tungsten Hexachloride

Tantalum Hexafluoride

Molybdenum Pentafluoride

Tantalum Pentachloride

ADDENDUM TO QUESTION 6

o Description of Usage of Chemicals

All chemicals listed for usage in the chemical labs are used as follows:

1. Gases
Either within the CVD Reactor or Diffusion Furnaces (Nitrogen, Hydrogen, and/or Oxygen)
2. Liquid-Acids
Either to clean silicon wafers or parts of the CVD Reactor within a chemical hood.
3. Liquid-Solvents
To degrease or clean parts of the CVD Reactors within a solvent hooded sink.

o DISPOSAL

1. Solvents are put into a 55 gallon drum and is disposed of by Solvent Services, 1040 Commercial St, Suite 101, San Jose, CA 95112
2. Acids, liquids are handled by the neutralizing system.
3. Gases are disposed of through our CDO, water scrubber and neutralization system.

QUESTION 7

Neutralization System (above ground—See second page of diagram)

Description

- o Acid waste is pumped from:
 - 1. Scrubber on Roof
 - 2. Sump Pumps (2) from chemical labs to the Holding Tank 1 (300 gal. capacity)
- o Mixture is pumped into reaction tank (200 gal. capacity) and neutralized.
- o Treated water is gravity-feed to drain. (All tanks have secondary containment)

Neutralization Chemicals:

Sulfuric Acid
Sodium Hydroxide

Insurance Coverage
Info - part of 104 (4)
request received
3/1/88

INSURING AGREEMENT

Policy Number: MP 3520-61-41

Insured: GENUS, INC. AND ALL SUBSIDIARY,
MANAGED, OWNED, OR CONTROLLED COMPANIES
AS MAY NOW OR HEREAFTER EXIST

Address: 1183 BORDEAUX DRIVE
SUITE 22-A
SUNNYVALE, CA. 94086

is insured by the NORTHWESTERN PACIFIC INDEMNITY COMPANY (a stock insurance company incorporated under the laws of Oregon, herein called the company), in consideration of payment of the required premium, in accordance with the attached schedules of insurance but only for coverages specified and subject to the limits of liability in the schedules.

from 12:01 A.M. standard time, 3/4/82
to UNTIL CANCELLED

The terms of this policy shall not be waived or changed, except by amendment issued to form a part of this policy.

The NORTHWESTERN PACIFIC INDEMNITY COMPANY has issued this policy, signed by its President and Secretary, but it shall not be valid unless each schedule of insurance, amendment—extension or limitation attached hereto are countersigned by an authorized representative of the company.

Edmund W. Whang

Secretary

Charles A. Lane

President

100 William Street, New York, New York 10038 / 3200 Wilshire Blvd., Los Angeles, California 90010



CHUBB

Policy Number:
Insured:
Page 1 of 8

0520-61-41
GENUS, INC.

Schedule No. 5

COMPREHENSIVE LIABILITY INSURANCE INCLUDING WRITTEN CONTRACTS SCHEDULE effective: 3/4/82

The company will pay on behalf of the **Insured** all sums which the **Insured** shall become obligated to pay as damages by reason of liability to which this Insurance applies, imposed by law or assumed by the **Insured** under any written contract, for **bodily injury, property damage or personal injury** caused by an **occurrence** and the company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such **bodily injury, property damage or personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Limit of Liability

Coverage

\$500,000.

for **bodily injury, property damage or personal injury** liability per **occurrence**.

\$500,000.

In the aggregate during each consecutive annual period, for **bodily injury or property damage** liability arising out of the **completed operations hazard and products hazard**.

~~\$25,000~~
\$ 50,000.

per **occurrence**, for legal liability resulting from damage caused by fire or explosion to premises rented to or occupied by, but not owned by, the **insured**.

NOT COVERED

medical payments, each person.

NOT COVERED

medical payments, each accident.

NOT COVERED

for **non-owned automobile or hired automobile**

bodily injury liability for each person.

bodily injury liability for each **occurrence**.

property damage liability for each **occurrence**.

Authorized Representative

Agent/Broker:

Address:



CHUBB

Comprehensive Liability Insurance

The company will pay, in addition to the limits of liability:

1. all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of the **insured** because of an **occurrence** to which this insurance applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
3. expenses incurred by the **insured** for first aid for **bodily injury** to others at the time of an **occurrence** to which this insurance applies;
4. reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Limits of Liability

Comprehensive Liability Insurance

Regardless of the number of **insureds** under this insurance, or the number of persons or organizations who sustain **bodily injury, property damage or personal injury** or the number of claims brought on account thereof, the total limit of liability of the company for all damages including damages for care and loss of services because of:

bodily injury, property damage or personal injury sustained by one or more persons or organizations as a result of any one **occurrence**;

shall not exceed the limit of liability for **bodily injury, property damage or personal injury** stated in the schedule as applicable to each **occurrence**.

Subject to the above provisions, the total liability of the company for all damages because of all **bodily injury or property damage** arising out of the **completed operations hazard and products hazard** to which this insurance applies shall not exceed the aggregate limit of liability for **bodily injury or property damage** indicated on the schedule.

Medical Payments Insurance

If a limit of liability is indicated for this coverage, the company shall, if requested by the **named insured**, pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition of the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under medical payments for all **medical expense** for **bodily injury** for two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

COMPREHENSIVE LIABILITY INSURANCE INCLUDING WRITTEN CONTRACTS SCHEDULE effective: 1/1/83

The company will pay on behalf of the **Insured** all sums which the **Insured** shall become obligated to pay as damages by reason of liability to which this insurance applies, imposed by law or assumed by the **Insured** under any written contract, for **bodily injury, property damage or personal injury** caused by an **occurrence** and the company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such **bodily injury, property damage or personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Limit of Liability	Coverage
\$500,000.	for bodily injury, property damage or personal injury liability per occurrence .
\$500,000.	in the aggregate during each consecutive annual period, for bodily injury or property damage liability arising out of the completed operations hazard and products hazard .
\$25,000	per occurrence , for legal liability resulting from damage caused by fire or explosion to premises rented to or occupied by, but not owned by, the Insured .
NOT COVERED	medical payments, each person.
NOT COVERED	medical payments, each accident.
NOT COVERED	for non-owned automobile or hired automobile bodily injury liability for each person. bodily injury liability for each occurrence . property damage liability for each occurrence .

Authorized Representative

Agent/Broker:

MC CRACKEN, BOEDDIKER & OTT
2/9/83 SH/LP

Address:



Comprehensive Liability Insurance

The company will pay, in addition to the limits of liability:

1. all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of the insured because of an occurrence to which this insurance applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
3. expenses incurred by the insured for first aid for bodily injury to others at the time of an occurrence to which this insurance applies;
4. reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Limits of Liability

Comprehensive Liability Insurance

Regardless of the number of insureds under this insurance, or the number of persons or organizations who sustain bodily injury, property damage or personal injury or the number of claims brought on account thereof, the total limit of liability of the company for all damages including damages for care and loss of services because of:

bodily injury, property damage or personal injury sustained by one or more persons or organizations as a result of any one occurrence;

shall not exceed the limit of liability for **bodily injury, property damage or personal injury** stated in the schedule as applicable to each occurrence.

Subject to the above provisions, the total liability of the company for all damages because of all **bodily injury or property damage** arising out of the **completed operations hazard and products hazard** to which this insurance applies shall not exceed the aggregate limit of liability for **bodily injury or property damage** indicated on the schedule.

Medical Payments Insurance

If a limit of liability is indicated for this coverage, the company shall, if requested by the **named insured**, pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition of the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy.

The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense for bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under medical payments for all **medical expense for bodily injury** for two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

COMPREHENSIVE LIABILITY INSURANCE INCLUDING WRITTEN CONTRACTS SCHEDULE effective: 1/1/84

The company will pay on behalf of the **Insured** all sums which the **Insured** shall become obligated to pay as damages by reason of liability to which this insurance applies, imposed by law or assumed by the **Insured** under any written contract, for **bodily injury, property damage or personal injury** caused by an **occurrence** and the company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such **bodily injury, property damage or personal injury**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Limit of Liability	Coverage
\$500,000.	for bodily injury, property damage or personal injury liability per occurrence .
\$500,000.	in the aggregate during each consecutive annual period, for bodily injury or property damage liability arising out of the completed operations hazard and products hazard .
\$500,000 \$500,000.	per occurrence , for legal liability resulting from damage caused by fire or explosion to premises rented to or occupied by, but not owned by, the Insured .
\$1,000.	medical payments, each person.
\$10,000.	medical payments, each accident.
NOT COVERED	for non-owned automobile or hired automobile bodily injury liability for each person. bodily injury liability for each occurrence . property damage liability for each occurrence .

Authorized Representative

Agent/Broker:

5/11/84 PE/LP

Address:



Comprehensive Liability Insurance

The company will pay, in addition to the limits of liability:

1. all expenses incurred by the company, all costs taxed against the **Insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of the **Insured** because of an **occurrence** to which this insurance applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
3. expenses incurred by the **Insured** for first aid for **bodily injury** to others at the time of an **occurrence** to which this insurance applies;
4. reasonable expenses incurred by the **Insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

Limits of Liability

Comprehensive Liability Insurance

Regardless of the number of **insureds** under this insurance, or the number of persons or organizations who sustain **bodily injury**, **property damage** or **personal injury** or the number of claims brought on account thereof, the total limit of liability of the company for all damages including damages for care and loss of services because of:

bodily injury, **property damage** or **personal injury** sustained by one or more persons or organizations as a result of any one **occurrence**;

shall not exceed the limit of liability for **bodily injury**, **property damage** or **personal injury** stated in the schedule as applicable to each **occurrence**.

Subject to the above provisions, the total liability of the company for all damages because of all **bodily injury** or **property damage** arising out of the **completed operations hazard** and **products hazard** to which this insurance applies shall not exceed the aggregate limit of liability for **bodily injury** or **property damage** indicated on the schedule.

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COMPREHENSIVE LIABILITY INSURANCE INCLUDING WRITTEN CONTRACTS SCHEDULE effective:

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In the aggregate during each consecutive annual period, for **bodily injury or property damage** liability arising out of the completed operations hazard and products hazard.

\$25,000

per occurrence, for legal liability resulting from damage caused by fire or explosion to premises rented to or occupied by, but not owned by, the insured.

medical payments, each person.

medical payments, each accident.

for non-owned automobile or hired automobile

bodily injury liability for each person.

bodily injury liability for each occurrence.

property damage liability for each occurrence.

Authorized Representative

Agent/Broker:

Address:



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- 2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of the Insured because of an occurrence to which this insurance applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;**
- 3. expenses incurred by the Insured for first aid for bodily injury to others at the time of an occurrence to which this insurance applies;**
- 4. reasonable expenses incurred by the Insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.**

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bodily injury, property damage or personal injury sustained by one or more persons or organizations as a result of any one occurrence;

shall not exceed the limit of liability for bodily injury, property damage or personal injury stated in the schedule as applicable to each occurrence.

Subject to the above provisions, the total liability of the company for all damages because of all **bodily injury or property damage** arising out of the **completed operations hazard and products hazard** to which this insurance applies shall not exceed the aggregate limit of liability for **bodily injury or property damage** indicated on the schedule.

Medical Payments Insurance

If a limit of liability is indicated for this coverage, the company shall, if requested by the **named Insured**, pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition of the **Insured premises** or (b) operations with respect to which the **named Insured** is afforded coverage for **bodily injury** liability under this policy.

The limit of liability for medical payments stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense for bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under medical payments for all **medical expense for bodily injury** for two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

Who is Insured

The word "insured" includes the named insured and also includes any executive officer, director or stockholder, trustee or member of the board of governors thereof (and, at the option of the named insured, any employee or volunteer worker of the named insured) while acting within the scope of his duties as such.

Subject to the foregoing, each of the following is an insured under this insurance to the extent set forth below:

1. If the named insured is an individual, the person designated, but only with respect to the conduct of a business of which he is a sole proprietor and the spouse of the named insured with respect to the conduct of such business;
2. If the named insured is a partnership or joint venture, the partnership or joint venture designated and any partner or member thereof but only with respect to his liability as such;
3. If the named insured is other than an individual, partnership or joint venture, the organization designated;
4. any person or organization while acting as real estate manager for the named insured;
5. with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law.
 - a. any employee of the named insured while operating any such equipment in the course of his employment and;
 - b. any other person while operating any such equipment registered in the name of the named insured, with the permission of the named insured, and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

but no person or organization shall be an insured while operating mobile equipment with respect to bodily injury to any fellow employee of such person injured in the course of his employment or with respect to property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (b).

Comprehensive Liability Insurance Exclusions

This insurance does not apply:

1. under any liability coverage, to bodily injury or property damage:
 - a. with respect to which an insured under this liability insurance is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or;
 - b. resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (ii) the insured is, or had this Part II not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization;
2. under medical payments, or under any provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

Comprehensive Liability Insurance Exclusions (continued)

3. under any liability coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material if:

- a. nuclear material is at any nuclear facility owned by, or operated by or on behalf of an insured or has been discharged or dispersed therefrom;
- b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured or;
- c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to property damage to such nuclear facility and any property thereat;

NEW YORK—It is agreed that the provisions of exclusions 1, 2, and 3 do not apply in New York with respect to any automobile bodily injury liability and automobile property damage liability coverage afforded by this insurance.

Nor does this insurance apply to:

- 4. bodily injury or property damage** arising out of an event, the result of which was expected or intended from the standpoint of the insured;
- 5. personal injury** arising out of any publication or utterance described in the gloss of personal injury, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- 6. personal injury** arising out of any publication or utterance described in the gloss of personal injury in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- 7. personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- 8. bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any automobile or aircraft owned or operated by or rented or loaned to any insured or;
 - b. any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured; nor does this exclusion apply to liability assumed by the insured under a written contract or agreement for an aircraft;

- 9. bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 - a. any watercraft owned or operated by or rented or loaned to any insured or;
 - b. any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured; nor does this exclusion apply to liability assumed by the insured under a written contract or agreement;

- 10. bodily injury or property damage due to war** with respect to:
 - a. liability assumed by the insured under any contract or;
 - b. expenses for first aid;

Comprehensive Liability Insurance Exclusions (continued)

11. bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under any written contract or agreement;

12. personal injury: (a) by an employee to another employee of the named insured arising out of and in the course of his employment; (b) by any partner or member of a partnership or joint venture to any other partner or member thereof;

13. any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law;

14. property damage to:

a. property owned or rented to or occupied by the insured but this exclusion does not apply with respect to property damage to premises rented to or occupied by but not owned by the insured caused by fire or explosion subject to the limit of liability indicated on this schedule;

b. property held by the insured for sale or property entrusted to the insured for storage or safekeeping;

c. property while on premises owned or occupied by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured;

but parts (b) and (c) of this exclusion do not apply with respect to liability under a written sidetrack agreement or with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, or rented to or occupied by the named insured;

15. loss of use of tangible property which has not been physically injured or destroyed resulting from:

a. a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

b. the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

16. property damage to the named insured's products arising out of such products or any part of such products;

17. property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

18. damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

Comprehensive Liability Insurance Exclusions (continued)

19. bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

The following additional exclusions apply only to medical payments insurance:

20. any person, other than a volunteer worker, while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

21. any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

22. medical expense for services provided by the named insured, or provided by any employee thereof or any person or organization under contract to the named insured to provide such services.

Who is Insured

The word "**insured**" includes the **named insured** and also includes any executive officer, director or stockholder, trustee or member of the board of governors thereof (and, at the option of the **named insured**, any employee or volunteer worker of the **named insured**) while acting within the scope of his duties as such.

Subject to the foregoing, each of the following is an **insured** under this insurance to the extent set forth below:

1. If the **named insured** is an individual, the person designated, but only with respect to the conduct of a business of which he is a sole proprietor and the spouse of the **named insured** with respect to the conduct of such business;
2. If the **named insured** is a partnership or joint venture, the partnership or joint venture designated and any partner or member thereof but only with respect to his liability as such;
3. If the **named insured** is other than an individual, partnership or joint venture, the organization designated;
4. any person or organization while acting as real estate manager for the **named insured**;
5. with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law:
 - a. any employee of the **named insured** while operating any such equipment in the course of his employment and;
 - b. any other person while operating any such equipment registered in the name of the **named insured**, with the permission of the **named insured**, and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

but no person or organization shall be an **insured** while operating mobile equipment with respect to **bodily injury** to any fellow employee of such person injured in the course of his employment or with respect to **property damage** to property owned by, rented to, in charge of or occupied by the **named insured** or the employer of any person described in subparagraph (b).

Comprehensive Liability Insurance Exclusions

This insurance does not apply:

1. under any liability coverage, to **bodily injury** or **property damage**:
 - a. with respect to which an **insured** under this liability insurance is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability or;
 - b. resulting from the **hazardous properties of nuclear material** and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (ii) the **insured** is, or had this Part II not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization;
2. under medical payments, or under any provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a nuclear facility by any person or organization;

Comprehensive Liability Insurance Exclusions (continued)

3. under any liability coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material** if:

- a. **nuclear material** is at any **nuclear facility** owned by, or operated by or on behalf of an **insured** or has been discharged or dispersed therefrom;
- b. the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured** or;
- c. the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to **property damage** to such **nuclear facility** and any property thereat;

NEW YORK—It is agreed that the provisions of exclusions 1, 2, and 3 do not apply in New York with respect to any **automobile bodily injury liability** and **automobile property damage liability** coverage afforded by this insurance.

Nor does this insurance apply to:

- 4. **bodily injury or property damage** arising out of an event, the result of which was expected or intended from the standpoint of the **insured**;
- 5. **personal injury** arising out of any publication or utterance described in the gloss of **personal injury**, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;
- 6. **personal injury** arising out of any publication or utterance described in the gloss of **personal injury** in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;
- 7. **personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;
- 8. **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any **automobile** or aircraft owned or operated by or rented or loaned to any **insured** or,
 - b. any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **insured**; nor does this exclusion apply to liability assumed by the **insured** under a written contract or agreement for an aircraft;

- 9. **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any watercraft owned or operated by or rented or loaned to any **insured** or;
 - b. any other watercraft operated by any person in the course of his employment by any **insured**;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **named insured**; nor does this exclusion apply to liability assumed by the **insured** under a written contract or agreement;

- 10. **bodily injury or property damage** due to war with respect to:
 - a. liability assumed by the **insured** under any contract or;
 - b. expenses for first aid;

Comprehensive Liability Insurance Exclusions (continued)

11. **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under any written contract or agreement;
12. **personal injury**: (a) by an employee to another employee of the **named insured** arising out of and in the course of his employment; (b) by any partner or member of a partnership or joint venture to any other partner or member thereof;
13. any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or under any similar law;
14. **property damage** to:
 - a. property owned or rented to or occupied by the **insured** but this exclusion does not apply with respect to **property damage** to premises rented to or occupied by but not owned by the **insured** caused by fire or explosion subject to the limit of liability indicated on this schedule;
 - b. property held by the **insured** for sale or property entrusted to the **insured** for storage or safekeeping;
 - c. property while on premises owned or occupied by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**;but parts (b) and (c) of this exclusion do not apply with respect to liability under a written sidetrack agreement or with respect to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, or rented to or occupied by the **named insured**;
15. loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a. a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
 - b. the failure of the **named insured's** products or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's** products or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;
16. **property damage** to the **named insured's** products arising out of such products or any part of such products;
17. **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
18. damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **named insured's** products or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

Comprehensive Liability Insurance Exclusions (continued)

19. bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

The following additional exclusions apply only to medical payments insurance:

20. any person, other than a volunteer worker, while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;

21. any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

22. medical expense for services provided by the **named insured**, or provided by any employee thereof or any person or organization under contract to the **named insured** to provide such services.

Policy Number:
Insured:
Page 1 of 2

3520 61 41
GENUS, INC.

Amendment No. 2

COMPREHENSIVE LIABILITY INSURANCE AMENDMENT effective: 1/1/84

ADVERTISING INJURY LIABILITY COVERAGE

The company will pay on behalf of the **insured** all sums which the insured shall become legally obligated to pay as damages because of **advertising injury** to which this insurance applies, sustained by any person or organization and arising out of the conduct of the **named insured's** business. The company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

This insurance does not apply:

1. to liability assumed by the **insured** under any contract or agreement;
2. to **advertising injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **insured**;
3. to **advertising injury** arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;
4. to **advertising injury** arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the **insured** with knowledge of the falsity thereof;
5. to **advertising injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated as a **named insured**;
6. to **advertising injury** arising out of
 - (a) failure of performance of contract, but this shall not relate to claims or suits for unauthorized appropriation of ideas based upon alleged breach of implied contract, or

Authorized Representative

2/9/84 AN/LP

Agent/Broker

Address



- (b) Infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- (c) Incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

7. to any **Insured** in the business of advertising, broadcasting, publishing or telecasting, or

8. to any injury arising out of any act committed by the **Insured** with actual malice.

Limits of Liability

Regardless of the number of **Insureds** under this insurance, or the number or persons or organizations who sustain injury or damage, or the number of claims made or suits brought on account of **advertising injury**, the total liability of the company for all damages because of all **advertising injury** shall not exceed the per **occurrence** limit of liability stated in the schedule applicable to **personal injury**.

All other terms and conditions remain unchanged.

Policy Number:
Insured:

PA 5520 61 41
GENUS, INC.

Amendment No. 3
in lieu of

AMENDMENT

effective: 1/1/84

WATERCRAFT NON-OWNERSHIP LIABILITY ENDORSEMENT

In consideration of the premium provided it is agreed that the Exclusion of the Policy is deleted and the following substituted therefor:

to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned in whole or in part by the Named Insured, if the Bodily Injury or Property Damage occurs away from premises owned by, rented to or controlled by the Named Insured; but his exclusion does not apply to Bodily Injury or Property Damage included within the Products Hazard Operation or the Completed Operations Hazard or resulting from operations performed for the Named Insured by independent contractors or to liability assumed by the Insured under an Incidental Contract;

Extension of coverage provided by the above amendment of Exclusion shall include only the Named Insured as described in Item 1 of the Declarations; and, coverage shall not extend to include any other interests otherwise covered under this policy.

It is further understood and agreed that such insurance as is afforded by this endorsement shall be excess over any other coverage enuring to the benefit of the Named Insured.

All other terms and conditions remain unchanged.

Authorized Representative

Agent/Broker

2/9/84 AN/LP

Address

Form 33-02-70 (Rev 12-74)



CHUBB

Policy Number: **MP 020 61 41**
Insured: **GENUS, INC.**

Amendment No. **4**
in lieu of

AMENDMENT

effective: **1/1/84**

COMPREHENSIVE GENERAL LIABILITY FORM INCLUDING WRITTEN CONTRACTS
SCHEDULE #33-02-46 IS AMENDED AS FOLLOWS:

I. ORAL CONTRACTUAL

WHEREVER THE WORDS "WRITTEN CONTRACT" APPEAR IN FORM #33-02-46 THEY SHALL BE DELETED AND REPLACED BY THE WORD, "CONTRACT."

II. EXTENDED BODILY INJURY COVERAGE

THE BODILY INJURY DEFINITION, PAGE 9, GLOSSARY, FORM #33-02-63, IS AMENDED TO INCLUDE: ANY INTENTIONAL ACT BY OR AT THE DIRECTION OF THE INSURED WHICH RESULTS IN BODILY INJURY, IF SUCH INJURY ARISES SOLELY FROM THE USE OF REASONABLE FORCE FOR THE PURPOSE OF PROTECTING PERSONS OR PROPERTY.

III. BROAD FORM PROPERTY DAMAGE (INCLUDING COMPLETED OPERATIONS)

EXCLUSION 17, PAGE 5, COMPREHENSIVE LIABILITY INSURANCE INCLUDING WRITTEN CONTRACTS FROM #33-02-46 IS AMENDED TO READ AS FOLLOWS: PROPERTY DAMAGE TO WORK PERFORMED BY THE NAMED INSURED ARISING OUT OF WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH.

IV. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90) DAYS

THE WORD INSURED SHALL INCLUDE AS NAMED INSURED ANY ORGANIZATION WHICH IS ACQUIRED OR FORMED BY THE NAMED INSURED AND OVER WHICH THE NAMED INSURED MAINTAINS OWNERSHIP OR MAJORITY INTEREST, OTHER THAN A JOINT VENTURE, PROVIDED THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY AND ADVERTISING INJURY WITH RESPECT TO WHICH SUCH NEW ORGANIZATION UNDER THIS POLICY IS ALSO AN INSURED UNDER ANY OTHER SIMILAR LIABILITY OR INDEMNITY POLICY OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR EXHAUSTION OF ITS LIMITS OF LIABILITY. THE INSURANCE AFFORDED HEREBY SHALL TERMINATE 90 DAYS FROM THE DATE ANY SUCH ORGANIZATION IS ACQUIRED OR FORMED BY THE NAMED INSURED.

All other terms and conditions remain unchanged.

Authorized Representative

Agent/Broker

2/9/84 AN/LP

Address

Form 33-02-70 (Rev 12-74)



CHUBB

Commercial Insurance Coverage

Declarations for Policy Number: 3520-61-41

Named Insured and Mailing Address:

GENUS, INC.

515 ELLIS STREET,
MOUNTAIN VIEW, CALIFORNIA 94043

Name and Mailing Address of Producer:

MC CRACKEN, BOEDDIKER & OTT
855 OAK GROVE AVENUE #100,
MENLO PARK, CALIFORNIA 94025

Producer Number: 6-09421

Insurance is issued by the Northwestern Pacific Indemnity Insurance Company, a stock insurance company, in consideration of the required premium payment for the insurances attached and for which a Limit of Insurance is shown on the Declarations Pages.

This policy is issued for the period 12:01 AM standard time at the named Insured's mailing address
FROM 01-01-85 TO UNTIL CANCELLED

Your acceptance of this policy cancels and terminates any prior policy of the same number which may have been issued to you by us effective with the inception of this policy.

These Declarations with Insurances, Conditions, Loss Provisions, Definitions and Amendments complete the policy.

The Northwestern Pacific Indemnity Insurance Company has issued this policy signed by its President and Secretary, but it will not be valid unless also signed by an authorized representative of the company.

NORTHWESTERN PACIFIC INDEMNITY INSURANCE
COMPANY (incorporated under the laws of Oregon)

Fredrick R. Hoff
President

Leona E. Lee
Secretary

CF/AB 02-26-85

Authorized Representative

Date

Chubb Group of Insurance Companies

15 Mountain View Road
Warren, New Jersey 07060



CHUBB

Commercial General Liability Insurance

Declarations effective replacing Declarations effective
Insurance applies only to those coverages for which a Limit of Insurance is shown. Audit period is annual unless otherwise indicated:

Policy Number: 3520-61-41
Named Insured: GENUS, INC.

LIMITS OF INSURANCE

\$ 500,000.
each occurrence
\$ 500,000.
annual aggregate

\$ 500,000.
each offense

\$ 10,000.
each person
\$ 500,000.
each accident

COVERAGES

Bodily Injury and Property Damage Liability

Personal Injury and Advertising
Injury Liability

Medical Expense

40-02-2000, 40-02-2014, 40-02-2015, 40-02-2016,
40-02-2051, 40-02-2056

Authorized Representative

Forms applicable:

CF/AB 02-26-85

All Liability Insurance

Amendment effective **01-01-85**

PRE- JUDGMENT INTEREST

SUPPLEMENTARY PAYMENTS provision is amended to include the following additional provision:

We will pay, in addition to the applicable Limit of Insurance, prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of our insurance, we will not pay any prejudgment interest based on that period of time after the offer.

Authorized Representative

All other terms and conditions remain unchanged.

Named Insured: **GENUS, INC.**

Policy Number: **3520-61-41**

Producer: **MC CRACKEN, BOEDDIKER & OTT**

CF/AB 02-26-85



Commercial General Liability Insurance

COVERAGE

BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR ADVERTISING INJURY

We will pay damages the insured becomes legally obligated to pay by reason of liability imposed by law or assumed under any contract or agreement because of:

**bodily injury or property damage caused by an occurrence; or
personal injury or advertising injury**

covered by this insurance.

We will defend any suit against the insured seeking such damages. We may investigate and settle at our discretion any claim or suit.

We will not defend any suit or pay any claim after we have used up the applicable Limit of Insurance by payment of judgments or settlements.

SUPPLEMENTARY PAYMENTS

In addition to the Limits of Insurance:

1. We will pay the following expenses for a claim or suit we defend:
 - a. all of our expenses;
 - b. the insured's expenses incurred at our request, including actual loss of earnings not to exceed \$150 per day;
 - c. premiums for attachment bonds for amounts up to the applicable Limit of Insurance, and the cost of bail bonds not to exceed \$2,000. We do not have to furnish these bonds;
 - d. all costs taxed against the insured;
 - e. all interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid or offered to pay or deposited in court that part of the judgment which is within our Limit of Insurance.
2. We will pay first aid to others at the time of an accident for bodily injury covered by this insurance.



EXCLUSIONS

This insurance does not apply to:

INTENTIONAL ACTS

bodily injury or property damage expected or intended from the standpoint of the insured.

BUT

this exclusion does not apply to **bodily injury**, resulting from the use of reasonable force to protect persons or property.

AIRCRAFT—WATERCRAFT—AUTO

bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading or entrustment of any:

1. aircraft; or
2. watercraft; or
3. auto

which any insured owns, operates, rents, or borrows.

BUT

this exclusion does not apply to:

1. liability assumed by any insured under a contract or agreement; or
2. liability of any insured arising out of the parking of an auto on or next to your premises; provided such auto is not owned by, rented or loaned to such insured; or
3. watercraft on land at your premises; or
4. aircraft which is not owned by any insured provided it is rented with a paid crew; or
5. watercraft under 50 feet long which you do not own.

POLLUTION

bodily injury or property damage arising out of the discharge, dispersal, release or escape of:

1. smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals or liquids; or
2. gases, waste materials or other irritants, contaminants or pollutants,

into or upon land, the atmosphere or any watercourse or body of water.

BUT

this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

STATUTORY OBLIGATIONS TO EMPLOYEES

any obligation of an insured under a workers compensation, unemployment compensation, disability benefits law or any similar law.

EXCLUSIONS

continued

EMPLOYERS LIABILITY

bodily injury to:

1. an employee of the insured arising out of and in the course of employment by the insured; or
2. the spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. whether the insured may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

BUT

This exclusion does not apply to liability assumed by the insured under a contract or agreement.

PROPERTY OWNED

property damage to property owned by the insured.

DAMAGE TO PROPERTY OF OTHERS (CARE, CUSTODY OR CONTROL)

property damage to:

1. personal property of others rented to the insured;
2. property of others held by the insured for sale or entrusted to the insured for storage or safekeeping;
3. property of others while on the insured's premises for the purpose of having operations performed on such property by or on behalf of the insured;
4. tools or equipment of others while being used by the insured in performing his operations;
5. property of others in the custody of the insured which is to be installed, erected or used in construction by the insured.

BUT

this exclusion does not apply with respect to liability assumed under a written sidetrack agreement or to the use of elevators.

DAMAGE TO YOUR PRODUCTS OR WORK

property damage:

1. to your products caused by such products or any of their parts; or
2. with respect to the completed operations hazard, to work performed by you arising out of the work, or out of materials, parts or equipment furnished in connection with such work.

PERFORMANCE FAILURE

loss of use of tangible property which has not been physically injured or destroyed resulting from:

1. a delay in or lack of performance of any contract or agreement by or on behalf of you; or

EXCLUSIONS

continued

2. the failure of your products or work performed by or on behalf of you to meet the level of performance, quality, fitness or durability warranted or represented by you.

BUT

this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of:

1. your products; or
2. work performed by or on behalf of you, after such products or work have been put to use by any person or organization other than an insured.

PRODUCT RECALL

damages claimed for the withdrawal, inspection, repair, replacement or loss of use of:

1. your products; or
2. work completed by or on behalf of you; or
3. any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency.

WILLFUL VIOLATIONS—INTENTIONAL FALSEHOODS—PRIOR ACTS

personal injury or advertising injury arising out of:

1. the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
2. the publication or utterance of material, if done by or at the direction of the insured, knowing it was false;
3. the publication or utterance of material whose first publication took place prior to the effective date of this insurance.

LIMITS OF INSURANCE

The most we will pay for all damages because of:

bodily injury and property damage sustained by one or more persons or organizations resulting from any one occurrence; or personal injury and advertising injury sustained by one or more persons or organizations resulting from any one offense,

is stated as the Limit of Insurance in the Declarations.

Subject to the above, the most we will pay during any one policy period for all damages because of:

all bodily injury and property damage arising out of the completed operations hazard and products hazard,

is stated as the annual aggregate Limit of Insurance in the Declarations.

Damages because of bodily injury include damages for care and loss of services.

For the purpose of determining our Limit of Insurance, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one occurrence.

COVERAGE

MEDICAL EXPENSE

We will pay each person who sustains **bodily injury** caused by an accident all **medical expense** incurred within one year from the date of the accident. Such **bodily injury** must arise out of premises or operations for which you are afforded **bodily injury liability coverage** under this policy.

EXCLUSIONS

This insurance does not cover **medical expense** because of **bodily injury**:

INJURY TO AN INSURED
to any insured.

STATUTORY OBLIGATIONS

to any person if any benefits for such **bodily injury** are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

ATHLETIC ACTIVITIES

to any person taking part in any athletic activity or contest.

COMPLETED OPERATIONS—PRODUCTS

included within the **completed operations hazard** or the **products hazard**.

LIMITS OF INSURANCE

The most we will pay for **medical expense** for:

bodily injury to any one person as the result of any one accident; or

bodily injury to two or more persons as the result of any one accident

is stated as the **Limits of Insurance** in the **Declarations**.

WHO IS INSURED

1. If you are:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees (other than your executive officers) but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
 - (1) bodily injury or personal injury to you or to a co-employee while in the course of his or her employment; or
 - (2) property damage to property owned by an insured.

BUT

provisions (1) and (2) above do not apply to officers, supervisors, spouses, directors, or stockholders.

- b. your volunteer workers (at your option);
 - c. any person (other than your employee) or any organization while acting as your real estate manager;
 - d. any person or organization having temporary custody of your property if you die, but only:
 - (1) with respect to such property; and
 - (2) until your legal representative has been appointed.
 - e. your legal representative, if you die. They will have all of your rights and duties; but are insureds only with respect to their duties as your legal representative.
- 3. with respect to mobile equipment registered in your name under any motor vehicle registration law:**
- a. any person is an insured while driving such equipment along a public highway with your permission; and
 - b. any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

BUT

no person or organization is an insured with respect to:

- a. bodily injury to a co-employee of the person driving the equipment; or

WHO IS INSURED

continued

- b. property damage to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 4. the word insured also includes as a named insured any organization (other than a partnership or joint venture) which you form or acquire and in which you hold a majority interest. This coverage is effective on the formation or acquisition date.

LIMITATION ON WHO IS INSURED

No one is an insured for the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

Commercial Insurance Coverage

Declarations for Policy Number: 7308-23-31

Named Insured and Mailing Address:

GENUS, INC.

515 ELLIS STREET,
MOUNTAIN VIEW, CALIFORNIA 94043

Name and Mailing Address of Producer:

MC CRACKEN, BOEDDIKER & OTT
855 OAK GROVE AVENUE #100,
MENLO PARK, CALIFORNIA 94025

Producer Number: 6-09421

Insurance is issued by the Federal Insurance Company, a stock insurance company, in consideration of the required premium payment for the insurances attached and for which a Limit of Insurance is shown on the Declarations Pages.

This policy is issued for the period 12:01 AM standard time at the named Insured's mailing address
FROM 01-01-86 TO 02-01-86

Your acceptance of this policy cancels and terminates any prior policy of the same number which may have been issued to you by us effective with the inception of this policy.

These Declarations with Insurances, Conditions, Loss Provisions, Definitions and Amendments complete the policy.

The Federal Insurance Company has issued this policy signed by its President and Secretary, but it will not be valid unless also signed by an authorized representative of the company.

FEDERAL INSURANCE COMPANY (incorporated under the laws of New Jersey)

Henry G. Harder
President

Henry A. Aubel
Secretary

Authorized Representative

Date

JL/AB 03/20/86

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, New Jersey 07060



Commercial General Liability Insurance

Declarations effective replacing Declarations effective
Insurance applies only to those coverages for which a Limit of Insurance is shown. Audit
period is annual unless otherwise indicated:

Policy Number: 7308-23-31
Named Insured: GENUS, INC.

LIMITS OF INSURANCE

\$ 1,000,000.
each occurrence
\$ 1,000,000.
annual aggregate

\$ 1,000,000.
each offense

\$ 10,000.
each person
\$ 1,000,000.
each accident

COVERAGES

Bodily Injury and Property Damage Liability

Personal Injury and Advertising
Injury Liability

Medical Expense

40-02-2000, 40-02-2120, 40-02-2135

Authorized Representative

Forms applicable.

JL/AB 03/20/86

Commercial General Liability Insurance

COVERAGE

BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY OR ADVERTISING INJURY

We will pay damages the insured becomes legally obligated to pay by reason of liability imposed by law or assumed under any contract or agreement because of:

bodily injury or property damage caused by an occurrence; or
personal injury or advertising injury
covered by this insurance.

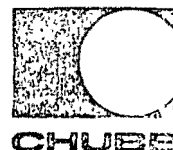
We will defend any suit against the insured seeking such damages. We may investigate and settle at our discretion any claim or suit.

We will not defend any suit or pay any claim after we have used up the applicable Limit of Insurance by payment of judgments or settlements.

SUPPLEMENTARY PAYMENTS

In addition to the Limits of Insurance:

1. We will pay the following expenses for a claim or suit we defend:
 - a. all of our expenses;
 - b. the insured's expenses incurred at our request, including actual loss of earnings not to exceed \$150 per day;
 - c. premiums for attachment bonds for amounts up to the applicable Limit of Insurance, and the cost of bail bonds not to exceed \$2,000. We do not have to furnish these bonds;
 - d. all costs taxed against the insured;
 - e. all interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid or offered to pay or deposited in court that part of the judgment which is within our Limit of Insurance.
2. We will pay first aid to others at the time of an accident for bodily injury covered by this insurance.



EXCLUSIONS

This insurance does not apply to:

INTENTIONAL ACTS

bodily injury or property damage expected or intended from the standpoint of the insured.

BUT

this exclusion does not apply to **bodily injury**, resulting from the use of reasonable force to protect persons or property.

AIRCRAFT—WATERCRAFT—AUTO

bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading or entrustment of any:

1. aircraft; or
2. watercraft; or
3. auto

which any insured owns, operates, rents, or borrows.

BUT

this exclusion does not apply to:

1. liability assumed by any insured under a contract or agreement; or
2. liability of any insured arising out of the parking of an auto on or next to your premises; provided such auto is not owned by, rented or loaned to such insured; or
3. watercraft on land at your premises; or
4. aircraft which is not owned by any insured provided it is rented with a paid crew; or
5. watercraft under 50 feet long which you do not own.

POLLUTION

bodily injury or property damage arising out of the discharge, dispersal, release or escape of:

1. smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals or liquids; or
2. gases, waste materials or other irritants, contaminants or pollutants,

into or upon land, the atmosphere or any watercourse or body of water.

BUT

this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

STATUTORY OBLIGATIONS TO EMPLOYEES

any obligation of an insured under a workers compensation, unemployment compensation, disability benefits law or any similar law.

EXCLUSIONS

continued

EMPLOYERS LIABILITY

bodily injury to:

1. an employee of the insured arising out of and in the course of employment by the insured; or
2. the spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

This exclusion applies:

1. whether the insured may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

BUT

This exclusion does not apply to liability assumed by the insured under a contract or agreement.

PROPERTY OWNED

property damage to property owned by the insured.

DAMAGE TO PROPERTY OF OTHERS (CARE, CUSTODY OR CONTROL)

property damage to:

1. personal property of others rented to the insured;
2. property of others held by the insured for sale or entrusted to the insured for storage or safekeeping;
3. property of others while on the insured's premises for the purpose of having operations performed on such property by or on behalf of the insured;
4. tools or equipment of others while being used by the insured in performing his operations;
5. property of others in the custody of the insured which is to be installed, erected or used in construction by the insured.

BUT

this exclusion does not apply with respect to liability assumed under a written sidetrack agreement or to the use of elevators.

DAMAGE TO YOUR PRODUCTS OR WORK

property damage:

1. to your products caused by such products or any of their parts; or
2. with respect to the completed operations hazard, to work performed by you arising out of the work, or out of materials, parts or equipment furnished in connection with such work.

PERFORMANCE FAILURE

loss of use of tangible property which has not been physically injured or destroyed resulting from:

1. a delay in or lack of performance of any contract or agreement by or on behalf of you; or

EXCLUSIONS

continued

2. the failure of **your products** or work performed by or on behalf of you to meet the level of performance, quality, fitness or durability warranted or represented by you.

BUT

this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of:

1. **your products**; or
2. work performed by or on behalf of you, after such products or work have been put to use by any person or organization other than an insured.

PRODUCT RECALL

damages claimed for the withdrawal, inspection, repair, replacement or loss of use of:

1. **your products**; or
2. work completed by or on behalf of you; or
3. any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency.

WILLFUL VIOLATIONS—INTENTIONAL FALSEHOODS—PRIOR ACTS

personal injury or **advertising injury** arising out of:

1. the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
2. the publication or utterance of material, if done by or at the direction of the insured, knowing it was false;
3. the publication or utterance of material whose first publication took place prior to the effective date of this insurance.

LIMITS OF INSURANCE

The most we will pay for all damages because of:

bodily injury and **property damage** sustained by one or more persons or organizations resulting from any one occurrence; or **personal injury** and **advertising injury** sustained by one or more persons or organizations resulting from any one offense,

is stated as the Limit of Insurance in the Declarations.

Subject to the above, the most we will pay during any one policy period for all damages because of:

all bodily injury and **property damage** arising out of the **completed operations hazard** and **products hazard**,

is stated as the annual aggregate Limit of Insurance in the Declarations.

Damages because of **bodily injury** include damages for care and loss of services.

For the purpose of determining our Limit of Insurance, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one occurrence.

COVERAGE

MEDICAL EXPENSE

We will pay each person who sustains bodily injury caused by an accident all medical expense incurred within one year from the date of the accident. Such bodily injury must arise out of premises or operations for which you are afforded bodily injury liability coverage under this policy.

EXCLUSIONS

This insurance does not cover medical expense because of bodily injury:

INJURY TO AN INSURED
to any insured.

STATUTORY OBLIGATIONS

to any person if any benefits for such bodily injury are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

ATHLETIC ACTIVITIES

to any person taking part in any athletic activity or contest.

COMPLETED OPERATIONS—PRODUCTS

included within the completed operations hazard or the products hazard.

LIMITS OF INSURANCE

The most we will pay for medical expense for:

bodily injury to any one person as the result of any one accident; or

bodily injury to two or more persons as the result of any one accident

is stated as the Limits of Insurance in the Declarations.

WHO IS INSURED

1. If you are:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees (other than your executive officers) but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
 - (1) **bodily injury or personal injury** to you or to a co-employee while in the course of his or her employment; or
 - (2) **property damage** to property owned by an insured.

BUT

provisions (1) and (2) above do not apply to officers, supervisors, spouses, directors, or stockholders.

- b. your volunteer workers (at your option);
 - c. any person (other than your employee) or any organization while acting as your real estate manager;
 - d. any person or organization having temporary custody of your property if you die, but only:
 - (1) with respect to such property; and
 - (2) until your legal representative has been appointed.
 - e. your legal representative, if you die. They will have all of your rights and duties; but are insureds only with respect to their duties as your legal representative.
3. with respect to **mobile equipment** registered in your name under any motor vehicle registration law:
- a. any person is an insured while driving such equipment along a public highway with your permission; and
 - b. any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

BUT

no person or organization is an insured with respect to:

- a. **bodily injury** to a co-employee of the person driving the equipment; or

WHO IS INSURED

continued

- b. property damage to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- 4. the word insured also includes as a named insured any organization (other than a partnership or joint venture) which you form or acquire and in which you hold a majority interest. This coverage is effective on the formation or acquisition date.

LIMITATION ON WHO IS INSURED

No one is an insured for the conduct of any current or past partnership or joint venture that is not shown as a named insured in the Declarations.

All Liability Insurance

Amendment effective 01-01-86

PRE- JUDGMENT INTEREST

SUPPLEMENTARY PAYMENTS provision is amended to include the following additional provision:

We will pay, in addition to the applicable Limit of Insurance, prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of our insurance, we will not pay any prejudgment interest based on that period of time after the offer.

Authorized Representative

JL/AB 03/20/86

All other terms and conditions remain unchanged.

Named Insured: GENUS, INC.

Policy Number: 7308-23-31

Producer: MC CRACKEN, BOEDDIKER & OTT



Commercial General Liability Insurance

Amendment effective 01-01-86

AMENDED EXCLUSION

It is agreed that the POLLUTION exclusion is deleted and replaced by the following:

POLLUTION

1. **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - a. at or from premises you own, rent or occupy;
 - b. at or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
 - c. which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
 - d. at or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
2. any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

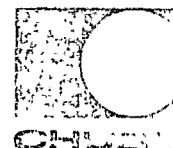
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

Named Insured: GENUS, INC.
Policy Number: 7308-23-31
Producer: MC CRACKEN, BOEDDIKER & OTT

JL/AB 03/20/86



NORTHBROOK PROPERTY AND CASUALTY INSURANCE COMPANY

(A STOCK INSURANCE COMPANY, HEREIN CALLED NORTHBROOK OR THE COMPANY) HOME OFFICE - SOUTH BARRINGTON, ILLINOIS

DECLARATIONS (Other Declarations appear
in Schedules forming a part of this policy.)

BUSINESS PACKAGE POLICY NO XXXXXXXXXX

RR

1. Named Insured XXXXXXXXXX

PRODUCER: MCCracken, BOEDDIKER & OTT
INSURANCE BROKERS, INC.
855 OAK GROVE
MENLO PARK, CA 94025

Address

515 ELLIS STREET
MOUNTAIN VIEW, CA 94043

2. Policy Period: From

~~02-01-86~~

To

~~02-01-87~~

beginning and ending at 12:01 A.M. Standard Time at the Address of the Insured stated above

3. The Named Insured is:

☐

Individual

☐

Partnership

☒

Corporation

☐

Joint Venture

☐

4. Business of Insured

DEPOSITION EQUIPMENT MFG.

5. In consideration of the provisions and stipulations of this policy and of the premium specified in these Declarations, insurance is afforded only under those Sections of the policy designated by the word "Included" opposite such Section below. The insurance afforded under any Section is only in the amounts and to the extent set forth in such Section, subject to all the terms of the policy having reference thereto.

Section	Coverage	Forms and Endorsements made a part of this policy in addition to the General Provisions form	As Indicated
I	PROPERTY	NOT COVERED	
II	BUSINESS INCOME		
III	GENERAL LIABILITY	BU8309B-1 BU8319 BU8301B-1 BU8300D GL0032 IL0928 IL0018 BU8003B-2	31,098.00
IV	ADDITIONAL COVERAGE	BU8409-1 <i>Emp Benefits</i>	80.00

6. Provisional Premium

ANNUAL PROVISIONAL PREMIUM from

02-01-86

to

02-01-87

\$31,178.00 ✓

IN WITNESS WHEREOF, Northbrook has caused this policy to be signed by its Secretary and its President at South Barrington, Illinois.

Donald T. Schaffer

Secretary

Robert A. Leibert

President

BROADENED GENERAL LIABILITY FORM

SCHEDULE	
PART I — COMPREHENSIVE GENERAL LIABILITY INSURANCE — Combined Single Limits	
Coverages	Limits of Liability
A BODILY INJURY AND	\$ 1,000,000 / EACH OCCURRENCE
B PROPERTY DAMAGE LIABILITY	\$ 1,000,000 / AGGREGATE
PART II — PERSONAL INJURY AND ADVERTISING INJURY INSURANCE	
Coverages	Limits of Liability
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY	AGGREGATE LIMIT SHALL BE THE EACH OCCURRENCE BODILY INJURY LIABILITY LIMIT STATED ABOVE UNLESS OTHERWISE INDICATED HEREIN:
	Insured's Participation
	0 PERCENT
PART III — MEDICAL PAYMENTS INSURANCE	
Coverages	Limits of Liability
MEDICAL PAYMENTS	\$ 1000 EACH PERSON — \$ 10,000 EACH ACCIDENT UNLESS OTHERWISE INDICATED HEREIN: \$ EACH PERSON \$ EACH ACCIDENT
PART IV — FIRE AND SPECIFIED PERILS — LEGAL LIABILITY INSURANCE	
Coverages	Limits of Liability
LEGAL LIABILITY INSURANCE — REAL PROPERTY FIRE EXPLOSION VEHICLES AIRCRAFT	\$ 50,000 EACH OCCURRENCE UNLESS OTHERWISE INDICATED HEREIN: \$ 3,500,000 EACH OCCURRENCE LOC. #1 Excess deleted
COVERAGE AMENDMENTS	

BROADENED GENERAL LIABILITY FORM

This form is subject to the provisions and stipulations herein and endorsed hereon, the Schedule(s) of this form, the Declarations and the applicable General Provisions of this policy.

PART I — COMPREHENSIVE GENERAL LIABILITY INSURANCE**COVERAGE AGREEMENT**

Coverage A - Bodily Injury

Coverage B - Property Damage

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This part does not insure:

- (a) bodily injury or property damage arising out of any contractual liability assumed by the Insured
 - (1) If such injury or damage occurred prior to the effective date of the policy, or
 - (2) If the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such Insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (b) supervisory, inspection or engineering services, or
 - (3) If the Indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the Indemnitee, his or her agents or employees, arising out of
 - (a) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his or her agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
 - (4) for the benefit of an employee or former employee arising out of employment;
- (b) bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his or her employment by any Insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (e) bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any Insured, or

(2) any other watercraft operated by any person in the course of his or her employment by any Insured;

but this exclusion does not apply to watercraft while ashore on premises or watercraft under 26 feet in length provided such watercraft is neither owned by the Named Insured nor being used to carry persons or property for a charge.

(f) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the Insured under any contract, or

(2) expenses for first aid under the Supplementary Payments provisions;

(h) any obligation for which the Insured or any carrier as the Insured's insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or under any similar law;

(i) bodily injury to any employee of the Insured arising out of and in the course of his or her employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under any contract;

(j) Property Damage:

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators;

(a) to property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) to tools or equipment while being used by the Insured in performing his or her operations,

(c) to property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(3) to that particular part of any property (i) upon which operations are being performed by or on behalf of the Insured; or (ii) out of which such injury or destruction arises;

(4) to premises alienated by the Named Insured arising out of such premises or any part thereof;

(5) to the Named Insured's products arising out of such products or any part of such products;

(6) with respect to the completed operations hazard to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;

(k) loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or

(2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

(l) damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from such use because of any known suspected defect or deficiency therein;

(m) with respect to insurance as is afforded to any employee of the Named Insured:

(1) bodily injury to:

(i) another employee of the Named Insured arising out of and in the course of his or her employment;

(ii) the Named Insured, or if the Named Insured is a partnership or joint venture, any partner or member thereof.

but this exclusion does not apply to executive officers, directors or stockholders;

- (2) property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:
 - (i) another employee of the Named Insured;
 - (ii) the Named Insured, or if the Named Insured is a partnership or joint venture, any partner or member thereof.

PERSONS INSURED

Each of the following is an Insured under this part to the extent set forth below:

- (a) If the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which the individual is the sole proprietor, and the spouse, and the employees of the Named Insured with respect to the conduct of such a business;
- (b) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner, partner's spouse, member, member's spouse, or employee thereof, but only with respect to the conduct of the Named Insured's business;
- (c) If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder or employee thereof while acting within the scope of their duties as such;
- (d) any person or organization while acting as real estate manager for the Named Insured; and
- (e) with respect to the operation, for the purposes of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, any person not otherwise insured while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization, provided that no person or organization shall be an insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his or her employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in paragraph (e) above.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner, member or employee and which is not designated in this policy as a Named Insured.

AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as Named Insured any organization which is acquired or formed during the policy period by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury and property damage, with respect to which such organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the Named Insured.

ADDITIONAL DEFINITIONS

"Contractual Liability" when used in reference to this part means liability expressly assumed under any oral or written contract or agreement relating to the conduct of the Named Insured's business, provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner. Exclusions b, c2, d, e and i shall not apply to Contractual Liability Coverage.

"Occurrence" when used in reference to this part shall also include any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

"Policy Territory" when used in reference to this part is amended to include the following:

Anywhere in the world with respect to bodily injury and property damage arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the claim or suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Anywhere in the world with respect to bodily injury and property damage arising out of a product, provided the claim or suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such Insurance as is afforded by the paragraphs above shall be considered excess Insurance over any valid and collectible insurance available to the insured.

LIMITS OF LIABILITY

PART I — COMPREHENSIVE GENERAL LIABILITY INSURANCE

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited under this part as follows:

The limits of liability for bodily injury and property damage stated in the Schedule as applicable to "EACH OCCURRENCE" is the total limit of the Company's liability for all damages, including damages for care and loss of services, as a result of any one occurrence provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

Subject to the above provision respecting "EACH OCCURRENCE", the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this insurance is in force commencing from its effective date and as described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule as "AGGREGATE":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from the insured premises. Such aggregate limit shall apply separately to the bodily injury and property damage described in subparagraph (3). For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

OTHER INSURANCE

The Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

As respects the Non-Owned Watercraft Liability Coverage provided under this part where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the Company under this form, there shall be no contribution or participation by the Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

PART II — PERSONAL INJURY AND ADVERTISING INJURY LIABILITY INSURANCE

COVERAGE AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the Named Insured's business, within the policy territory, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This part does not apply:

1. to liability assumed by the Insured under any contract or agreement but this exclusion does not apply to a written lease of premises agreement;
2. to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured;
3. to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
4. to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;
5. to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the Declarations of the policy as a Named Insured;
6. to advertising injury arising out of:
 - a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - b. infringement of trademark, service mark or trade name other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
7. with respect to advertising injury
 - a. to any Insured in the business of advertising, broadcasting, publishing or telecasting, or
 - b. to any injury arising out of any act committed by the Insured with actual malice.

PERSONS INSURED

Each of the following is an Insured under this part to the extent set forth below:

- (a) If the Named Insured is designated in the Declarations as an individual, the person so designated, the spouse and the employees, but only with respect to the conduct of the business insured hereunder of which the Named Insured is the sole proprietor;
- (b) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner, member or employee thereof but only with respect to the partner's liability as such;
- (c) If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder or employee thereof while acting within the scope of their duties as such.

AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as Named Insured any organization which is acquired or formed during the policy period by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury and property damage, with respect to which such new organization under this policy is also an Insured under any other similar liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the Named Insured.

ADDITIONAL DEFINITIONS

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the Named Insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Named Insured shall not be deemed personal injury.

"Policy Territory" when used in reference to this part is amended to include the following:

Anywhere in the world with respect to personal injury and advertising injury, arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the claim or suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by the paragraph above shall be considered excess insurance over any valid and collectible insurance available to the insured.

LIMITS OF LIABILITY

PART II — PERSONAL INJURY AND ADVERTISING INJURY LIABILITY INSURANCE

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in the Schedule as "AGGREGATE."

If a participation percentage is stated in the Schedule for the insured, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the insured; provided, the Company may pay the insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company therefor.

PART III — MEDICAL PAYMENTS INSURANCE

COVERAGE AGREEMENT

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy.

EXCLUSIONS

This part does not insure:

(a) bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- (ii) any other automobile or aircraft operated by any person in the course of his or her employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such conduct or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (i) any watercraft owned or operated by or rented or loaned to any insured, or
- (ii) any other watercraft operated by any person in the course of his or her employment by any insured;

but this exclusion (a)(3) does not apply to watercraft while ashore on the insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(b) bodily injury

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the Named Insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the Named Insured is such an owner or lessor;

(c) bodily injury

- (1) to the Named Insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his or her employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his or her employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

- (d) any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

ADDITIONAL DEFINITIONS

When used in reference to this insurance under this part:

"Insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

LIMITS OF LIABILITY

PART III — MEDICAL PAYMENTS INSURANCE

The limit of liability for Medical Payments Insurance stated in the Schedule as applicable to "EACH PERSON" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "EACH PERSON," the total liability of the Company under Medical Payments Insurance for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Schedule as applicable to "EACH ACCIDENT."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

PART IV — FIRE AND SPECIFIED PERILS LEGAL LIABILITY INSURANCE-REAL PROPERTY

With respect to property damage to structures or portions thereof occupied by, rented to or leased to the Named Insured, including fixtures permanently attached thereto, if such property damage arises out of fire, explosion, vehicles and aircraft. All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

LIMITS OF LIABILITY

The limit of property damage liability as respects this Fire and Specified Perils Legal Liability Insurance — Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule.

OTHER CONDITIONS

The Fire and Specified Perils Legal Liability Insurance — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the Insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VALUATION CLAUSE

The basis for valuation of property shall be the actual cash value at the time of loss.

PART V — INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (a) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any Insured engaged in the business or occupation of providing any of the services described under (a) and (b) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under (a) and (b) above.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**BUSINESSOWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE**

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- (1) to **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - (a) at or from premises owned, rented or occupied by the **named insured**;
 - (b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or
 - (d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST**

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **Insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Additional Premium \$ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the insured is deleted and replaced by the following:

This insurance does not apply:

- (i) to **bodily injury** to any employee of the insured arising out of and in the course of his employment by the insured for which the insured may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the insured to indemnify or contribute with another because of damages arising out of the **bodily injury**; or
- (iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the insured as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the insured;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the insured under an incidental contract.

SECTION III - GENERAL LIABILITY

**AMENDATORY ENDORSEMENT
ADDITIONAL DEFINITION**

It is agreed that the following definition is added:

"loading or unloading", with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but **"loading or unloading"** does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.

NORTHBROOK PROPERTY AND CASUALTY INSURANCE

(A STOCK INSURANCE COMPANY, HERETOFORE CALLED NORTHBROOK OR THE COMPANY) HEAD OFFICE - SOUTH BARRINGTON, ILLINOIS

DECLARATIONS (Other Declarations appear
in Schedules forming a part of this policy.)

BUSINESS PACKAGE POLICY NO LEPP 0240440

1. Named Insured GENUS, INC.

PRODUCER: MC CRACKEN, BOEDDIKER &
OTT INSURANCE BROKERS, INC
855 CAK GROVE
MENLO PARK, CA 94025Address 515 ELLIS STREET
MOUNTAIN VIEW, CA 940432. Policy Period: From 02/01/87 To 02/01/88
Beginning and ending at 12:01 A.M. Standard Time at the Address of the Insured stated above

3. The Named Insured is:

☐

Individual

☐

Partnership

☒

Corporation

☐

Joint Venture

☐

4. Business of Insured DEPOSITION EQUIPMENT REG.

5. In consideration of the provisions and stipulations of this policy and of the premium specified in these Declarations, Insurance is afforded only under those Sections of the policy designated by the word "Included" opposite such Section below. The Insurance afforded under any Section is only in the amounts and to the extent set forth in such Section, subject to all the terms of the policy having reference thereto.

Section	Coverage	Forms and Endorsements made a part of this policy in addition to the General Provisions form	As Indicated
I	PROPERTY	NOT COVERED	
II	BUSINESS INCOME		
III	GENERAL LIABILITY	BUS309B-1 E08319 E083C1B-1 BU8300D GL2011 IL0920 GL0032 IL0013 BU80036-2 NBU4279-1 NBU7502-3	20,161.00
IV	ADDITIONAL COVERAGE	E08409-1	70.00

6. Provisional Premium

CA RECOUPMENT \$215.93

ANNUAL PROVISIONAL PREMIUM from 02/01/87 to 02/01/88

\$30,152.93

IN WITNESS WHEREOF, Northbrook has caused this policy to be signed by its Secretary and its President at South Barrington, Illinois.

Donald T. Schaffer

Secretary

ISSUE DATE

FEB 27 1987

Robert A. Ziebold

President

NBU8003A-3

INTERESTED PARTY

Countersigned By _____, Authorized Agent

BROADENED GENERAL LIABILITY FORM BPP 0240440

SCHEDULE

PART I — COMPREHENSIVE GENERAL LIABILITY INSURANCE — Combined Single Limits

Coverages	Limits of Liability
A BODILY INJURY AND	EACH \$ 1,000,000 OCCURRENCE
B PROPERTY DAMAGE LIABILITY	\$ 1,000,000 AGGREGATE

PART II — PERSONAL INJURY AND ADVERTISING INJURY INSURANCE

Coverages	Limits of Liability
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY	AGGREGATE LIMIT SHALL BE THE EACH OCCURRENCE BODILY INJURY LIABILITY LIMIT STATED ABOVE UNLESS OTHERWISE INDICATED HEREIN:
	Insured's Participation
	0 PERCENT

PART III — MEDICAL PAYMENTS INSURANCE

Coverages	Limits of Liability
MEDICAL PAYMENTS	\$ 1000 EACH PERSON \$ 10,000 EACH ACCIDENT UNLESS OTHERWISE INDICATED HEREIN: \$ EACH PERSON \$ EACH ACCIDENT

PART IV — FIRE AND SPECIFIED PERILS — LEGAL LIABILITY INSURANCE

Coverages	Limits of Liability
LEGAL LIABILITY INSURANCE — REAL PROPERTY FIRE EXPLOSION VEHICLES AIRCRAFT	\$ 50,000 EACH OCCURRENCE UNLESS OTHERWISE INDICATED HEREIN: \$ EACH OCCURRENCE

COVERAGE AMENDMENTS

SECTION III - GENERAL LIABILITY

**AMENDATORY ENDORSEMENT
ADDITIONAL DEFINITION**

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

BROADENED GENERAL LIABILITY FORM

This form is subject to the provisions and stipulations herein and endorsed hereon; the Schedule(s) of this form, the Declarations and the applicable General Provisions of this policy.

PART I — COMPREHENSIVE GENERAL LIABILITY INSURANCE**COVERAGE AGREEMENT****Coverage A - Bodily Injury****Coverage B - Property Damage**

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This part does not insure:

- (a) bodily injury or property damage arising out of any contractual liability assumed by the Insured
 - (1) If such injury or damage occurred prior to the effective date of the policy, or
 - (2) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such Insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (b) supervisory, inspection or engineering services, or
 - (3) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his or her agents or employees, arising out of
 - (a) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his or her agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.
 - (4) for the benefit of an employee or former employee arising out of employment;
- (b) bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his or her employment by any Insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (e) bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned, operated by or rented or loaned to any Insured;

(2) any other watercraft operated by any person in the course of his or her employment by any Insured;

but this exclusion does not apply to watercraft while ashore on premises or watercraft under 26 feet in length provided such watercraft is neither owned by the Named Insured nor being used to carry persons or property for a charge.

(f) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the Insured under any contract, or

(2) expenses for first aid under the Supplementary Payments provisions;

(h) any obligation for which the Insured or any carrier as the Insured's insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or under any similar law;

(i) bodily injury to any employee of the Insured arising out of and in the course of his or her employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under any contract;

(j) Property Damage:

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators;

(a) to property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) to tools or equipment while being used by the Insured in performing his or her operations,

(c) to property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(3) to that particular part of any property (i) upon which operations are being performed by or on behalf of the Insured; or (ii) out of which such injury or destruction arises;

(4) to premises alienated by the Named Insured arising out of such premises or any part thereof;

(5) to the Named Insured's products arising out of such products or any part of such products;

(6) with respect to the completed operations hazard to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;

(k) loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or

(2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

(l) damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from such use because of any known suspected defect or deficiency therein;

(m) with respect to insurance as is afforded to any employee of the Named Insured:

(1) bodily injury to:

(i) another employee of the Named Insured arising out of and in the course of his or her employment;

(ii) the Named Insured, or if the Named Insured is a partnership or joint venture, any partner or member thereof.

but this exclusion does not apply to executive officers, directors or stockholders;

(2) property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(i) another employee of the Named Insured;

(ii) the Named Insured, or if the Named Insured is a partnership or joint venture, any partner or member thereof.

PERSONS INSURED

Each of the following is an Insured under this part to the extent set forth below:

(a) If the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which the individual is the sole proprietor, and the spouse, and the employees of the Named Insured with respect to the conduct of such a business;

(b) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner, partner's spouse, member, member's spouse, or employee thereof, but only with respect to the conduct of the Named Insured's business;

(c) If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director, stockholder or employee thereof while acting within the scope of their duties as such;

(d) any person or organization while acting as real estate manager for the Named Insured; and

(e) with respect to the operation, for the purposes of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, any person not otherwise Insured while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization, provided that no person or organization shall be an Insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his or her employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in paragraph (e) above.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner, member or employee and which is not designated in this policy as a Named Insured.

AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as Named Insured any organization which is acquired or formed during the policy period by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury and property damage, with respect to which such new organization under this policy is also an Insured under any other similar liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the Named Insured.

ADDITIONAL DEFINITIONS

"Contractual Liability" when used in reference to this part means liability expressly assumed under any oral or written contract or agreement relating to the conduct of the Named Insured's business, provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner. Exclusions b, c, d, e and i shall not apply to Contractual Liability Coverage.

"Occurrence" when used in reference to this part shall also include any intentional act by or at the direction of the Insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

"Policy Territory" when used in reference to this part is amended to include the following:

Anywhere in the world with respect to bodily injury and property damage arising out of the activities of any Insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the claim or suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Anywhere in the world with respect to bodily injury and property damage arising out of a product, provided the claim or suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded in the paragraphs above shall be considered excess insurance over any valid and collectible insurance available to the insured.

LIMITS OF LIABILITY

PART I — COMPREHENSIVE GENERAL LIABILITY INSURANCE

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited under this part as follows:

The limits of liability for bodily injury and property damage stated in the Schedule as applicable to "EACH OCCURRENCE" is the total limit of the Company's liability for all damages, including damages for care and loss of services, as a result of any one occurrence provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for bodily injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.

Subject to the above provision respecting "EACH OCCURRENCE", the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this insurance is in force commencing from its effective date and as described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule as "AGGREGATE":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from the insured premises. Such aggregate limit shall apply separately to the bodily injury and property damage described in subparagraph (3). For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

OTHER INSURANCE

The Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

As respects the Non-Owned Watercraft Liability Coverage provided under this part where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the Company under this form, there shall be no contribution or participation by the Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

PART II — PERSONAL INJURY AND ADVERTISING INJURY LIABILITY INSURANCE

COVERAGE AGREEMENT

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the Named Insured's business, within the policy territory, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This part does not apply:

1. to liability assumed by the Insured under any contract or agreement but this exclusion does not apply to a written lease of premises agreement;
2. to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured;
3. to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
4. to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;
5. to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the Declarations of the policy as a Named Insured;
6. to advertising injury arising out of:
 - a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - b. infringement of trademark, service mark or trade name other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
7. with respect to advertising injury
 - a. to any Insured in the business of advertising, broadcasting, publishing or telecasting, or
 - b. to any injury arising out of any act committed by the Insured with actual malice.

PERSONS INSURED

Each of the following is an Insured under this part to the extent set forth below:

- (a) If the Named Insured is designated in the Declarations as an individual, the person so designated, the spouse and the employees, but only with respect to the conduct of the business insured hereunder of which the Named Insured is the sole proprietor;
- (b) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner, member or employee thereof but only with respect to the partner's liability as such;
- (c) If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder or employee thereof while acting within the scope of their duties as such.

AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as Named Insured any organization which is acquired or formed during the policy period by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury and property damage, with respect to which such new organization under this policy is also an Insured under any other similar liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the Named Insured.

ADDITIONAL DEFINITIONS

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the Named Insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;
- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Named Insured shall not be deemed personal injury.

"Policy Territory" when used in reference to this part is amended to include the following:

Anywhere in the world with respect to personal injury and advertising injury, arising out of the activities of any Insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the claim or suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by the paragraph above shall be considered excess insurance over any valid and collectible insurance available to the Insured.

LIMITS OF LIABILITY

PART II — PERSONAL INJURY AND ADVERTISING INJURY LIABILITY INSURANCE

Regardless of the number of (1) Insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in the Schedule as "AGGREGATE."

If a participation percentage is stated in the Schedule for the Insured, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the Insured; provided, the Company may pay the Insured's portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company therefor.

PART III — MEDICAL PAYMENTS INSURANCE

COVERAGE AGREEMENT

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the Insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy.

EXCLUSIONS

This part does not insure:

(a) bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his or her employment by any Insured;but this exclusion does not apply to the parking of an automobile on the Insured premises, if such automobile is not owned by or rented or loaned to any Insured;
- (2) arising out of (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such conduct or activity or (ii) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any watercraft owned or operated by or rented or loaned to any Insured, or
 - (ii) any other watercraft operated by any person in the course of his or her employment by any Insured;

but this exclusion (a)(3) does not apply to watercraft while ashore on the Insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;

(b) bodily injury

- (1) Included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the Named Insured by independent contractors other than (i) maintenance and repair of the Insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the Named Insured is such an owner or lessor;

(c) bodily injury

- (1) to the Named Insured, any partner thereof, any tenant or other person regularly residing on the Insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his or her employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the Insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the Insured premises and arises out of and in the course of his or her employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the Insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

- (d) any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

ADDITIONAL DEFINITIONS

When used in reference to this insurance under this part:

"Insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

LIMITS OF LIABILITY

PART III — MEDICAL PAYMENTS INSURANCE

The limit of liability for Medical Payments Insurance stated in the Schedule as applicable to "EACH PERSON" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "EACH PERSON," the total liability of the Company under Medical Payments Insurance for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Schedule as applicable to "EACH ACCIDENT."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

PART IV — FIRE AND SPECIFIED PERILS LEGAL LIABILITY INSURANCE-REAL PROPERTY

With respect to property damage to structures or portions thereof occupied by, rented to or leased to the Named Insured, including fixtures permanently attached thereto, if such property damage arises out of fire, explosion, vehicles and aircraft. All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the Insured under any contract or agreement.

LIMITS OF LIABILITY

The limit of property damage liability as respects this Fire and Specified Perils Legal Liability Insurance — Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule.

OTHER CONDITIONS

The Fire and Specified Perils Legal Liability Insurance — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the Insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VALUATION CLAUSE

The basis for valuation of property shall be the actual cash value at the time of loss.

PART V — INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (a) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any Insured engaged in the business or occupation of providing any of the services described under (a) and (b) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under (a) and (b) above.

SECTION III - GENERAL LIABILITY

**AMENDATORY ENDORSEMENT
ADDITIONAL DEFINITION**

It is agreed that the following definition is added:

"loading or unloading", with respect to an **automobile**, means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but **"loading or unloading"** does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile**.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No

Endorsement No

Named Insured

Additional Premium \$ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following.

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE**

ADDITIONAL INSURED

(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions

The insurance does not apply

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Annual Premiums	
		Bodily Injury Liability	Property Damage Liability
515 ELLIS STREET MOUNTAIN VIEW, CA	BANKAMERICA REALTY INVESTORS 555 CALIFORNIA STREET SAN FRANCISCO, CA 94104 ATTN: LORETTA ROSE	INCL	INCL

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**BUSINESS OWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE**

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants is replaced by the following:

- (1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - (a) at or from premises owned, rented or occupied by the **named insured**;
 - (b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or
 - (d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Additional Premium \$ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
SMP LIABILITY INSURANCE

Amendatory Endorsement

It is agreed that the exclusion relating to **bodily injury** to any employee of the **insured** is deleted and replaced by the following:

This insurance does not apply:

- (i) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity;
- (ii) to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or
- (iii) to **bodily injury** sustained by the spouse, child, parent, brother or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**;

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under an **incidental contract**.

**AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST**

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **Insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.

**NORTH
BROOK**HOME OFFICE . 51 WEST HIGGINS ROAD
SOUTH BARRINGTON, ILLINOISNORTH BROOK PROPERTY AND CASUALTY INSURANCE COMPANY
A STOCK INSURANCE COMPANYBUSINESS PACKAGE POLICY NO. BPP 0240440
Producer/Address
MCCRACKEN, BOEDDIKER, & OTT
855 OAK GROVE
MENLO PARK, CA 94025

DECLARATIONS

1. Named Insured: GENUS, INC.

Address: 515 ELLIS STREET
MOUNTAIN VIEW, CA 940432. Policy Period: From 02/01/88 to 02/01/89
Beginning and ending at 12:01 A.M.
at the Address of the Named Insured stated above

3. The Named Insured is: CORPORATION

4. Business of the Named Insured: DEPOSITION EQUIPMENT MFG.

5. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

6. Insurance applies only to the extent provided by the Forms and Endorsements that are specified by number below:

Coverage Parts	Forms and Endorsements Applicable to Coverage Parts	Premium
PROPERTY		\$
BUSINESS INCOME		\$
GENERAL LIABILITY	BU9600 BU9602 BU9604 BU9828 CG0166(11-85) CG2011(11-85) CG2028(11-85)	\$ 24,151
OTHER	BU9607 BU9607A	\$ 76
Forms and Endorsements Applicable to the Entire Policy		Total Annual Provisional Premium
BU9302 BU9829 BU9843 BU9859 NBU9301		CALIFORNIA RECOUPMENT ISSUE DATE FEB 18 1988 from 02/01/88 to 02/01/89
		\$24,227.00 51.21 24,278.21

NBU 9300 Countersigned By _____, Authorized Agent
(Ed 5-87)*"A Distinctive Service Company"*

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM SCHEDULE

OCCURRENCE FORM

1. Insurance is provided subject to the limits of insurance and the deductibles inserted below. Where there is no limit or deductible amount shown, there is no coverage or deductible applicable. Refer to Section III, Limits of Insurance, and Section I, Coverage A, Paragraph 3, Deductibles, for the application of these limits and deductibles.

2. Limits of Insurance

Limit	Amount	
GENERAL AGGREGATE LIMIT (Other than Products -- Completed Operations)	\$	2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000
PERSONAL and ADVERTISING INJURY LIMIT	\$	1,000,000
EACH OCCURRENCE LIMIT	\$	1,000,000
PHYSICAL DAMAGE LIMIT	\$	50,000
MEDICAL EXPENSE LIMIT	\$	5,000

S/B #

1,000,000

ANY ONE
LOSSANY ONE
PERSON

3. Deductibles

Coverage A LIABILITY	Amount and Basis of Deductible	
	PER CLAIM	PER OCCURRENCE
BODILY INJURY LIABILITY	\$	\$
PROPERTY DAMAGE LIABILITY	\$	\$
BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COMBINED	\$	\$

Enter below any limitations on the application of this deductible. If no limitation is entered, the deductible applies to damages for all bodily injury and property damage, however caused:

Commercial General Liability Coverage Part

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

THIS IS AN OCCURRENCE FORM

THIS FORM IS SUBJECT TO THE DECLARATIONS AND THE APPLICABLE GENERAL CONDITIONS, SCHEDULES AND ENDORSEMENTS.

The words "Insured," "an Insured," "any Insured," and "the Insured" mean any person or organization qualifying as such under Section II—Who Is An Insured. "Named Insured" shall be only the Insured named in the Declarations.

SECTION I—COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments—Coverages A and B. This insurance applies only to bodily injury and property damage which occurs during the policy period. The bodily injury or property damage must be caused by an occurrence. The occurrence must take place in the coverage territory. We will have the right and duty to defend any suit against the Insured seeking those damages. But:
 - (1) The amount we will pay for damages is limited as described in Section III—Limits of Insurance;
 - (2) We may investigate and settle any claim or suit at our discretion;
 - (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C; and
 - (4) If this insurance does not apply, we have no duty to defend.
- b. Damages because of bodily injury include damages claimed by any person or organization for care, loss of services or death resulting at any time from the bodily injury.
- c. Property damage that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the occurrence that caused it.

2. Exclusions

This insurance does not apply to:

- a. Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.
- b. Bodily injury or property damage for which the Insured is obligated to pay damages by reason of the assumption of liability by any Insured in a contract or agreement. This exclusion does not apply to liability of the Insured for damages:

- (1) Assumed in a contract or agreement that is an insured contract; or
- (2) That the insured would have in the absence of the contract or agreement.

c. Bodily injury or property damage for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Bodily injury to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an insured contract.

f. (1) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (a) At or from premises you own, rent or occupy;
- (b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
- (d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
 - (i) If the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

- (2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- g. Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and loading or unloading.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than fifty (50) feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an auto on, or on the ways next to, premises you own or rent, provided the auto is not owned by or rented or loaned to any Insured;
- (4) Liability assumed under any Insured contract for the ownership, maintenance or use of aircraft or watercraft; or
- (5) Bodily injury or property damage arising out of the operation of any of the equipment listed in paragraph f. (2) or f. (3) of the definition of mobile equipment (Section V. 8).

- h. Bodily injury or property damage arising out of:

- (1) The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any Insured; or
- (2) The use of mobile equipment in or while in practice or preparation for a prearranged racing, speed or demolition contest or in any stunting activity.

- i. Bodily injury or property damage due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies to:

- (1) Liability assumed under a contract or agreement; or
- (2) Expenses for first aid under Supplementary Payments.

- j. Property damage to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon if the property damage arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of you or your employees;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5), and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

- k. Property damage to your product arising out of it or any part of it.
- l. Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. Property damage to impaired property or property that has not been physically injured, arising out of:
 - (1) A defect, deficiency, inadequacy or dangerous condition in your product or your work; or
 - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (1) Your product;
 - (2) Your work; or
 - (3) Impaired property;

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage to premises occupied by, rented to or leased by you, caused by or resulting from fire, explosion, vehicles or aircraft. A separate limit of insurance applies to this coverage as described in Section III—Limits of Insurance.

3. Deductibles

- a. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule as applicable to such coverages. The limits of insurance will not be reduced by the amount of such deductible.
- b. The deductible amounts stated in the Schedule apply as follows:
 - (1) **PER CLAIM BASIS**—If the deductible is on a per claim basis, the deductible amount applies:
 - (a) Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
 - (i) To all damages because of bodily injury sustained by one person, or
 - (ii) To all damages because of property damage sustained by one person or organization,as the result of any one occurrence.
 - (b) Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of bodily injury and property damage sustained by one person or organization as the result of any one occurrence.
 - (2) **PER OCCURRENCE BASIS**—If the deductible is on a per occurrence basis, the deductible amount applies:
 - (a) Under the Bodily Injury Liability or Property Damage Liability Coverage, respectively:
 - (i) To all damages because of bodily injury as the result of any one occurrence, or
 - (ii) To all damages because of property damage as the result of any one occurrence,regardless of the number of persons or organizations who sustain damages because of that occurrence.
 - (b) Under Bodily Injury Liability and Property Damage Liability Coverage combined to all damages because of bodily injury and property damage as the result of any one occurrence regardless of the number of persons or organizations who sustain damages because of that occurrence.
- c. The terms of this insurance, including those with respect to our right and duty to defend any suits seeking those damages and your duties in the event of an occurrence, claim or suit apply irrespective of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided

for under Supplementary Payments—Coverages A and B. We will have the right and duty to defend any suit against the Insured seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in Section III—Limits of Insurance;
 - (2) We may investigate and settle any claim or suit at our discretion;
 - (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C; and
 - (4) If this Insurance does not apply, we have no duty to defend.
- b. This insurance applies to personal injury only if caused by an offense:
- (1) Committed in the coverage territory during the policy period; and
 - (2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.
- c. This Insurance applies to advertising injury only if caused by an offense committed:
- (1) In the coverage territory during the policy period; and
 - (2) In the course of advertising your goods, products or services.

2. Exclusions

This Insurance does not apply to:

- a. Personal Injury or advertising injury:
- (1) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
 - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period; or
 - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured.
- b. Advertising injury
- (1) Arising out of breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) Arising out of the failure of goods, products or services to conform with advertised quality or performance;
 - (3) Arising out of the wrong description of the price of goods, products or services;
 - (4) Arising out of an offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting; or
 - (5) For which the Insured has assumed liability in a contract or agreement, other than liability for damages that the Insured would have in the absence of the contract or agreement.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for bodily injury caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the coverage territory and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (2) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for bodily injury:

- a. To any Insured.
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any Insured, if benefits for the bodily injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the products-completed operations hazard.
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

We will pay, with respect to any claim or suit we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the Insured at our request, to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the Insured in the suit.
6. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
8. All reasonable expenses incurred by the Insured for first aid to others at the time of an accident for bodily injury to which this insurance applies.

These Supplementary Payments will not reduce the limits of insurance.

SECTION II—WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to their duties as your officers or directors.
 - c. An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only when acting on behalf of you in your business. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Insured:
 - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an Insured for:
 - (1) Bodily injury or personal injury to you or to a co-employee while in the course of his or her employment;
 - (2) Bodily injury or personal injury arising out of his or her providing or failing to provide professional health care services; or
 - (3) Property damage to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 - b. Any person (other than your employee) or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this form.
3. With respect to mobile equipment registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
- a. Bodily injury to a co-employee of the person driving the equipment; or
 - b. Property damage to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this provision.
4. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to bodily injury or property damage that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to personal injury or advertising injury arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III—LIMITS OF INSURANCE

1. The limits of insurance shown in the Schedule and the rules below fix the the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C; and
 - b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the products-completed operations hazard.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the products-completed operations hazard.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all personal injury and all advertising injury sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all bodily injury and property damage arising out of any one occurrence.
6. Subject to 5. above, the Physical Damage Limit is the most we will pay under Coverage A for damages because of property damage to premises occupied by, rented to or leased by you arising out of any one fire, explosion, vehicles or aircraft.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person.

The limits of this form apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case the extended period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV—CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of our obligations.

2. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified promptly of an occurrence which may result in a claim. Notice should include:
 - (1) How, when and where the occurrence took place; and
 - (2) The names and addresses of any injured persons and witnesses.Notice of an occurrence is not notice of a claim.
- b. If a claim is made or suit is brought against any Insured, you must see to it that we receive prompt written notice of the claim or suit.
- c. You and any other involved Insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or suit; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an Insured; or
- b. To sue us on this form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A and B of this form, our obligations are limited as follows:

a. PRIMARY INSURANCE

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. EXCESS INSURANCE

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is property insurance, such as, but not limited to Fire, Extended Coverage, Builder's Risk or Installation Risk Coverage applicable to your work;
- (2) That is Fire, Explosion, Aircraft or Vehicle Insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, autos or watercraft to the extent not subject to exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Schedule.

c. METHOD OF SHARING

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

When medical expenses are covered under Coverage C, Medical Payments, these expenses will be paid first and the remaining limits shared in accordance with this method of sharing.

5. Separation of Insureds

Except with respect to the limits of insurance and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom claim is made or suit is brought.

6. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

SECTION V—DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- b. Oral or written publication of material that violates a person's right to privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But auto does not include mobile equipment.

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The Insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above or in a settlement to which we agree.

5. "Impaired property" means tangible property, other than your product or your work that cannot be used or is less useful because:

a. It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous, or

b. Any Insured has failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

a. The repair, replacement, adjustment or removal of your product or your work; or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

d. Any other easement agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;

e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

f. An elevator maintenance agreement; or

g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of bodily injury, property damage, or personal injury to a third person or organization, if the contract or agreement is made prior to the injury or damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An insured contract does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

(1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the Insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the Insured's rendering or failing to render professional services including those listed in a. above and supervisory, inspection or engineering services;

c. That indemnifies any person or organization for damage by fire, explosion, vehicles or aircraft to premises rented or loaned to the Insured; or

d. That grants to others those operating rights granted to you by a public authority.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or auto;

b. While it is in or on an aircraft, watercraft or auto; or

c. While it is being moved from an aircraft, watercraft or auto to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or auto.

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers, or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment, but will be considered autos:

(1) Equipment designed primarily for:

- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. **"Personal Injury"** means injury, other than bodily injury, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy;

except:

- (1) Products that are still in your physical possession, or
 - (2) Work that has not yet been completed or abandoned.
- b. Your work will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include bodily injury or property damage arising out of:
- (1) The transportation of property unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

- (3) Products or operations for which the classification in this form or in our manual of rules includes products or completed operations.

12. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured.

13. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. Suit includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

14. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

CALIFORNIA CHANGES — CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL CONDITIONS FORM

A. The following is added to the Cancellation and Non-Renewal Common Policy condition:

8. Policies in effect for more than sixty (60) days

- a. If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any Insured or its representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - i Place us in violation of California law or the laws of the state where we are domiciled; or
 - ii Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, and to the producer of record, at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel for a reason listed in

Paragraph 7.a.(1) or (2).

- (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 7.a.

B. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least:
 - a. Forty five (45) days, but not more than one hundred twenty (120) days, before the expiration or anniversary date, if the aggregate policy premium is more than \$10,000; or
 - b. Sixty (60) days, but not more than one hundred twenty (120) days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
2. We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for ninety (90) days or less, provided that notice has been given in accordance with Paragraph B.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than sixty (60) days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within sixty (60) days of the end of the policy period.
 - f. If we have made an offer to the first Named Insured, in accordance with the time frames shown in Paragraph B.1., to renew the policy under changed terms or conditions or at a changed premium rate.

POLICY NUMBER: BPP 0240440

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You): **515 ELLIS STREET
MOUNTAIN VIEW, CA.**
2. Name of Person or Organization (Additional Insured): *
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

* **BANKAMERICA REALTY INVESTORS
555 CALIFORNIA STREET, SUITE 4275
SAN FRANCISCO, CA 94104
ATTN: LORETTA ROSE**

**CHUBB GROUP of Insurance Companies**100 William Street
New York, N.Y. 100383200 Wilshire Boulevard
Los Angeles, Calif. 90010**DECLARATIONS****COMMERCIAL UMBRELLA
LIABILITY POLICY**Prior Number **NEW**Producer Number **6-09421**Policy Number **7960-84-95**

Item 1 Named Insured & Address

**GENUS, INC. (AS PER ENDORSEMENT # 1)
1183 BORDEAUX DRIVE, SUITE 22 A
SUNNYVALE, CALIFORNIA 94086**Issued by the stock insurance company indicated
(by "x" below) herein called the company.☐ **FEDERAL INSURANCE COMPANY**
Incorporated under the laws of New Jersey☒ **PACIFIC INDEMNITY COMPANY**
Incorporated under the laws of California☐ **SUN INSURANCE OFFICE LIMITED**
Incorporated under the laws of England

Producer's Name & Address

**MCCRACKEN BOEDDIKER & OTT
873 SANTA CRUZ AVENUE
MENLO PARK, CALIFORNIA 94025**

Joint

Named Insured is ☐ Partnership ☒ Corporation ☐ Venture ☐ Other _____Item 2 Policy Period From: **3/4/82** To: **1/1/83** 12:01 AM. standard time at the address of the insured as stated

Item 3 Premium:

Rate Per

In Advance

1st Anniversary

2nd Anniversary

\$

\$ **415.**

\$

\$

Item 4 Limits of Liability:

(a) Each Occurrence	\$ 1,000,000.
(b) Annual Aggregate (where applicable)	\$ 1,000,000.
(c) Retained Limit	\$ NONE

Date **JC/rr 3/17/82**

Authorized Representative

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers or the authorized officers of its U.S. Manager, Chubb & Son Inc., but this policy shall not be valid unless also signed by a duly authorized representative of the company.

PACIFIC INDEMNITY COMPANY

FEDERAL INSURANCE COMPANY

CHUBB & SON INC., U.S. MANAGER of
SUN INSURANCE OFFICE LIMITED*Lawrence O. Moran*
President*Leila E. Lee*
Secretary*Henry L. Haden*
President*Henry A. Babel*
Secretary



ENDORSEMENT

Date Issued	MARCH 17, 1982	Endorsement No.	1
Insured	GENUS, INC.	Policy No. (83)	7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	3/4/82
Producer	MCCRACKEN BOEDDIKER & OTT		

NAMED INSURED TO READ AS FOLLOWS:

GENUS, INC. AND ALL SUBSIDIARY, MANAGED, OWNED, OR CONTROLLED COMPANIES AS MAY NOW OR HEREAFTER EXIST, WILLIAM LEHNER, WILLIAM ELDER; RICHARD HANNIGAN; CHARLES BECK; KENNETH O'NEIL

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-01/5 Part (Rev. 8-71) (Formerly 1380)

R-28342 (75M) PRINTED
IN
U.S.A.



SCHEDULE OF UNDERLYING INSURANCE

Effective date of
this Schedule

MARCH 4, 1982

Attached to and forming
part of Policy Number

(83) 7960-84-95

Issued to

GENUS, INC.

CARRIER, POLICY NUMBER AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
(a) PACIFIC INDEMNITY # TO FOLLOW TERM TO FOLLOW	Employers' Liability	Coverage B—Employers' Liability \$ 100,000. -one accident
(b) FEDERAL INSURANCE # TO FOLLOW 3/4/82 to 83	Comprehensive General Liability	Bodily Injury Liability \$ -each occurrence \$ -aggregate (where applicable) Property Damage Liability \$ -each occurrence \$ -aggregate or \$ 500,000. -combined single limit
(c) PACIFIC INDEMNITY # TO FOLLOW 2/3/82 to 83	Comprehensive Automobile Liability	Bodily Injury Liability \$ -each person \$ -each occurrence Property Damage Liability \$ -each occurrence or \$ 500,000. -combined single limit

ITEM (b) INCLUDES THE FOLLOWING COVERAGES:

Products/completed operations Liability
Employees as Insureds
Blanket Contractual Liability
Personal Injury A, B & C
Liquor Legal Liability

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Authorized Representative



ENDORSEMENT

Date Issued	MARCH 17, 1982	Endorsement No.	5
Insured	GENUS, INC.	Policy No.	(83) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	3/4/82
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

IF AN INDIVIDUAL IS DESCRIBED IN THE DECLARATIONS AS A NAMED INSURED, THIS POLICY SHALL NOT APPLY TO NON-BUSINESS PURSUITS OF SUCH INDIVIDUAL NOR TO BUSINESS PURSUITS UNLESS PRIMARY INSURANCE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE THAN IS AFFORDED BY SUCH INSURANCE.

INDIVIDUAL AS NAMED INSURED (MANUSCRIPT)
All Other Terms and Conditions Remain Unchanged

Authorized Representative



ENDORSEMENT

Date Issued	MARCH 17, 1982	Endorsement No.	4
Insured	GENUS, INC.	Policy No.	(83) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	3/4/82
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to **property damage** to real property occupied by, rented to, or used by any **insured**.

All Other Terms and Conditions Remain Unchanged
REAL PROPERTY

Authorized Representative

R-26859 (4M)

PRINTED
IN
U.S.A.



ENDORSEMENT

Date Issued	MARCH 17, 1982	Endorsement No.	3
Insured	GENUS, INC.	Policy No.	(83) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	3/4/82
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to property damage to the property of one insured in the care, custody or control of another insured.

All Other Terms and Conditions Remain Unchanged

CROSS LIABILITY

Form 07-02-111 (Rev. 1-74) (Formerly 10544)

Authorized Representative

R-11149 (7M)

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IN
U.S.A.

PRODUCER'S COPY



ENDORSEMENT

Date Issued	MARCH 17, 1982	Endorsement No.	2
Insured	GENUS, INC.	Policy No. (83)	7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	3/4/82
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING AMENDED DEFINITION

It is understood and agreed that the term PERSONAL INJURY as defined in the Glossary is amended to read as follows:

PERSONAL INJURY

The term PERSONAL INJURY wherever used herein means:

1. bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish and mental injury,
2. false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution,
3. libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities,
4. discrimination (unless insurance thereof is prohibited by law) based on race, color, religion, sex, age or national origin except when alleged, charged or suffered,
 - A) by an applicant for employment, or
 - B) an officer, partner, employee or former officer, partner or employee of the INSURED,but such coverage as is provided shall apply only to liability other than fines and penalties imposed by law;

which occurs during the policy period.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

PERSONAL INJURY/DISCRIMINATION LIMITATION



ENDORSEMENT

Date Issued 11-18-83

Endorsement No. 10

Insured GENUS, INC.

Policy No. (84) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 10-7-83

Producer MCCracken Boeddiaker & Ott

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSIONS

It is agreed that this policy does not apply to the ownership, maintenance, operation, use, loading or unloading of any AUTOMOBILE, unless insurance is provided by a policy listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided by such insurance.



SCHEDULE OF UNDERLYING INSURANCE

Effective date of
this Schedule

10-7-83

Attached to and forming
part of Policy Number

(84) 7960-84-95

Issued to

GENUS, INC.

CARRIER, POLICY NUMBER
AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

ROYAL INSURANCE COMPANY
PMW 908638
TERM TO FOLLOW

MASSACHUSETTS
AUTOMOBILE
LIABILITY

\$500,000. COMBINED
SINGLE LIMIT

Authorized Representative



ENDORSEMENT

Date Issued JULY 15, 1982

Endorsement No. 6

Insured GENUS, INC.

Policy No. (83) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 7/7/82

Producer MCCracken BoeddiKer & OTT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED'S
MAILING ADDRESS IS AMENDED TO READ AS FOLLOWS:

515 ELLIS STREET., MOUNTAIN VIEW, CALIFORNIA 94043

All Other Terms and Conditions Remain Unchanged

Authorized Representative

**CHUBB GROUP**100 William Street
New York, N.Y. 10038**Insurance Companies**3200 Wilshire Boulevard
Los Angeles, Calif. 90010**DECLARATIONS
COMMERCIAL UMBRELLA
LIABILITY POLICY**Prior Number **7960-84-95**Producer Number **6-09421**Policy Number **(84) 7960-84-95**

Item 1 Named Insured & Address

**GENUS, INC.
515 ELLIS STREET
MT. VIEW, CALIFORNIA 94043**Issued by the stock insurance company indicated
(by "x" below) herein called the company.☐ **FEDERAL INSURANCE COMPANY**

Incorporated under the laws of New Jersey

☒ **PACIFIC INDEMNITY COMPANY**

Incorporated under the laws of California

☐ **SUN INSURANCE OFFICE LIMITED**

Incorporated under the laws of England

Producer's Name & Address

**MCCRACKEN BOEDDIKER & OTT
873 SANTA CRUZ AVENUE
MENLO PARK, CALIFORNIA 94025**

Joint

Named Insured is ☐ Partnership ☒ Corporation ☐ Venture ☐ OtherItem 2 Policy Period From: **1-1-83** To: **1-1-84** 12:01 A.M. standard time at the address of the insured as stated.

Item 3 Premium:

Rate Per

In Advance

1st Anniversary

2nd Anniversary

\$

\$ **1,700.**

\$

\$

Item 4 Limits of Liability:

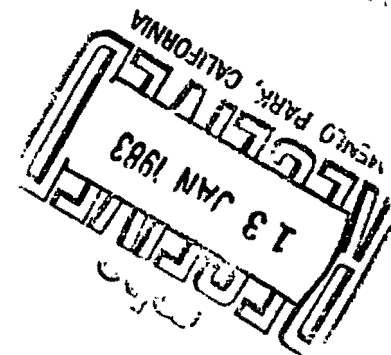
(a) Each Occurrence

\$ **5,000,000.**

(b) Annual Aggregate (where applicable)

\$ **5,000,000.**

(c) Retained Limit

\$ **NONE****BILLED**
1-14-83
\$1700Date **1-11-83/JC/jd**

Authorized Representative

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers or the authorized officers of its U.S. Manager, Chubb & Son Inc., but this policy shall not be valid unless also signed by a duly authorized representative of the company.

PACIFIC INDEMNITY COMPANY

FEDERAL INSURANCE COMPANY

CHUBB & SON INC., U.S. MANAGER of
SUN INSURANCE OFFICE LIMITED*Lawrence O. Moran*
President*Henry G. Hansen*
President*Henry A. Aschil*
President*Lois E. Love*
Secretary*Henry A. Aschil*
Secretary*Henry A. Aschil*
Secretary



ENDORSEMENT

Date Issued	1-11-83	Endorsement No.	9
Insured	GENUS, INC.	Policy No.	(84) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	1-1-83
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to **property damage** to personal property of others, in the care, custody or control of the insured.

All Other Terms and Conditions Remain Unchanged

PERSONAL PROPERTY

Form 07-02-113 (Ed. 11-71)(Formerly 10546)

Authorized Representative

R-09614 (4M)



PRODUCER'S COPY



ENDORSEMENT

Date Issued	1-11-83	Endorsement No.	8
Insured	GENUS, INC.	Policy No.	(84) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	1-1-83
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to **personal injury, property damage or advertising liability** occurring outside the United States of America, its territories or possessions or Canada unless insurance is provided by a policy listed in the Schedule of Underlying Insurance, and then for no broader coverage than is afforded by such insurance.

All Other Terms and Conditions Remain Unchanged

FOLLOW — FORM FOREIGN EXCLUSION

Form 07-02-371 (Ed. 6-78)

Authorized Representative

O-4044 (20M) 

PRODUCER'S COPY



ENDORSEMENT

Date Issued 1-11-83

Endorsement No. 7

Insured GENUS, INC.

Policy No. (84) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 1-1-83

Producer MCCracken BoeddiKER & OTT

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

IT IS AGREED THAT SUCH COVERAGE AS IS AFFORDED BY THIS POLICY, DOES NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE EMPLOYERS' RETIREMENT INCOME SECURITY ACT OF 1974.

EXCLUSION OF ERISA

All Other Terms and Conditions Remain Unchanged

Authorized Representative



ENDORSEMENT

Date Issued 1-11-83

Endorsement No. 6

Insured GENUS, INC.

Policy No. (84) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 1-1-83

Producer MCCracken BoeddiKer & Ott

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

THIS POLICY IS EXTENDED TO COVER LIABILITY ARISING OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE INSURED IN THE ADMINISTRATION OF EMPLOYEE BENEFIT PROGRAMS, BUT ONLY IF INSURANCE THEREFORE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND THEN FOR NO BROADER COVERAGE THAN IS AFFORDED BY SUCH INSURANCE.

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL DEFINITION

EMPLOYEE BENEFIT PROGRAMS - SHALL MEAN GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, PROFIT SHARING PLANS, PENSION PLANS, EMPLOYEE INVESTMENT SUBSCRIPTION PLANS, WORKMEN'S COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, DISABILITY BENEFITS INSURANCE AND TRAVEL, SAVINGS OR VACATION PLANS.

EMPLOYEE BENEFIT LIABILITY

All Other Terms and Conditions Remain Unchanged

Authorized Representative



ENDORSEMENT

Date Issued 1-11-83

Endorsement No. 5

Insured GENUS, INC.

Policy No. (84) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 1-1-83

Producer MCCracken BoeddiKER & OTT

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

If an individual is described in the Declaration as a named INSURED, this policy shall not apply to non-business pursuits of such individual nor to business pursuits unless primary insurance is provided by a policy listed in the Schedule of Underlying Insurance and then for no broader coverage than is afforded by such insurance.

INDIVIDUAL AS NAMED INSURED

All Other Terms and Conditions Remain Unchanged

Authorized Representative





ENDORSEMENT

Date Issued	1-11-83	Endorsement No.	4
Insured	GENUS, INC.	Policy No.	(84) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	1-11-83
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to **property damage** to real property occupied by, rented to, or used by any insured.

All Other Terms and Conditions Remain Unchanged
REAL PROPERTY

Authorized Representative



ENDORSEMENT

Date Issued	1-11-83	Endorsement No.	3
Insured	GENUS, INC.	Policy No.	(84) 7960-84-95
Name of Company	PACIFIC INDEMNITY COMPANY	Effective Date	1-1-83
Producer	MCCRACKEN BOEDDIKER & OTT		

THIS POLICY IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION

This policy shall not apply to property damage to the property of one insured in the care, custody or control of another insured.

Same as end of #9

All Other Terms and Conditions Remain Unchanged

CROSS LIABILITY

Form 07-02-111 (Rev. 1-74) (Formerly 10544)

Authorized Representative

R-27549 (7M) PRINTED IN U.S.A.

PRODUCER'S COPY



ENDORSEMENT

Date Issued 1-11-83

Endorsement No. 2

Insured GENUS, INC.

Policy No.(84) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 1-1-83

Producer MCCracken BoeddiKER & OTT

THIS POLICY IS SUBJECT TO THE FOLLOWING AMENDED DEFINITION

It is understood and agreed that the term PERSONAL INJURY as defined in the Glossary is amended to read as follows:

PERSONAL INJURY

The term PERSONAL INJURY wherever used herein means:

1. bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish and mental injury,
2. false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution,
3. libel, slander, defamation of character, humiliation or invasion of the rights of privacy, unless arising out of advertising activities,
4. discrimination (unless insurance thereof is prohibited by law) based on race, color, religion, sex, age or national origin except when alleged, charged or suffered,

A) by an applicant for employment, or

B) an officer, partner, employee or former officer, partner or employee of the INSURED,

but such coverage as is provided shall apply only to liability other than fines and penalties imposed by law;

which occurs during the policy period.

All Other Terms and Conditions Remain Unchanged

Authorized Representative

PERSONAL INJURY/DISCRIMINATION LIMITATION

SCHEDULE OF UNDERLYING INSURANCE

CHUBB

Effective date of
this Schedule

1-1-83

Attached to and forming
part of Policy Number

(84) 7960-84-95

Issued to

GENUS, INC.

CARRIER, POLICY NUMBER
AND TERM

TYPE OF COVERAGE

APPLICABLE LIMITS

NORTHWEST
PACIFIC INDEMNITY
MP 3520-61-41
1-1-83 to 1-1-84

EMPLOYEE BENEFITS

500,000. per CLAIM
500,000. AGGREGATE

Authorized Representative



ENDORSEMENT

Date Issued 1-11-83

Endorsement No. 1

Insured GENUS, INC.

Policy No. (84) 7960-84-95

Name of Company PACIFIC INDEMNITY COMPANY

Effective Date 1-1-83

Producer MCCracken BoeddiKer & Ott

NAMED INSURED TO READ AS FOLLOWS:

GENUS, INC. AND ALL SUBSIDIARY, MANAGED, OWNED, OR FINANCIALLY CONTROLLED COMPANIES
AS MAY NOW OR HEREAFTER EXIST, WILLIAM LEHNER, WILLIAM ELDER; RICHARD
HANNIGAN; CHARLES BECK; KENNETH O'NEIL

All Other Terms and Conditions Remain Unchanged

Authorized Representative

Form 99-02-01/5 Part (Rev. 8-71) (Formerly 1380)

R-28342 (75M) PRINTED
IN
U.S.A.



SCHEDULE OF UNDERLYING INSURANCE

Effective date of
this Schedule

1-1-83

Attached to and forming
part of Policy Number

(84) 7960-84-95

Issued to

GENUS, INC.

CARRIER, POLICY NUMBER AND TERM	TYPE OF COVERAGE	APPLICABLE LIMITS
(a) ROYAL INSURANCE # TO FOLLOW TERM TO FOLLOW	Employers' Liability	Coverage B—Employers' Liability \$ 100,000. -one accident
(b) NORTHWEST PACIFIC INDEMNITY MP3520-61-41 1-1-83 to 1-1-84	Comprehensive General Liability	Bodily Injury Liability \$ -each occurrence \$ -aggregate (where applicable) Property Damage Liability \$ -each occurrence \$ -aggregate or \$ 500,000. -combined single limit
(c) ROYAL INSURANCE # TO FOLLOW 1-1-83 to 1-1-84	Comprehensive Automobile Liability	Bodily Injury Liability \$ -each person \$ -each occurrence Property Damage Liability \$ -each occurrence or \$ 500,000. -combined single limit

SCHEDULE OF UNDERLYING INSURANCE CONTINUED

ITEM (b) INCLUDES THE FOLLOWING COVERAGES:

Products/completed operations Liability
Employees as Insureds
Blanket Contractual Liability
Personal Injury A, B & C
Liquor Legal Liability

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Authorized Representative

HARTFORD INSURANCE GROUP

Hartford Accident and Indemnity Company
Hartford Casualty Insurance Company
Hartford Plaza, Hartford, Connecticut 06115

Co. Code
5

Previous Policy No.
New

POLICY NO.

57 H HU JF7830

Genus, Inc., (See G-2240-3B)
515 Ellis Street
Mt. View, CA. 94043

DECLARATIONS

1. Named Insured and Mailing Address _____
 The Named Insured is: Individual ☐ Corporation ☒

Partnership ☐ Other: _____

2. Policy Period: _____

01-01-84

01-01-85

Inception (Mo. Day Yr.)

Expiration (Mo. Day Yr.)

12:01 A.M. standard time at the address of the named insured as stated herein.

Producer's Name and Address Producer's Code

McCracken, Boaddiker & Ott 151501

3. Premium:

Advance Premium	Minimum Premium	Rate	Per	Premium Base
\$ 2,300.	\$			

4. Self-Insured Retention _____ **\$ 10,000.**

5. Limits of Liability
 each occurrence _____ **\$ 10,000,000.**
 aggregate _____ **\$ 10,000,000.**

6. Schedule of Underlying Insurance Policies

SEE ATTACHED EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES FORMING A PART OF POLICY.

The above numbered Umbrella policy is completed by:

- (a) this Declarations, Form XL-10;
- (b) the Policy Provisions, Form XL-12;
- (c) the Policy Jacket, Form 6153;
- (d) any Endorsements forming part of the policy at issue.

Form Numbers of Endorsements Forming Part of Policy At Issue:

XL-11-2, XL-12-1.,

BILLED
 1-11-84
 + 2300

Date 12-14-84	Agency at	Countersigned by	Authorized Agent
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Extension Schedule of Underlying Insurance Policies

THE HARTFORD



Policy Number
57 HHS JY7830

Named Insured and Address

This extension schedule forms a part of the policy designated herein.

Carrier, Policy Number & Period	Type of Coverage	Applicable Limits
(a) Northwest Pacific Indemnity 7001-99-01 01-01-84 to 01-01-85	Employers' Liability	Employers' Liability \$ 100 ,000 each accident* \$,000 O. D. aggregate*
(b) Northwestern Pacific Indemnity #BAP73132709 01-01-84 to 01-01-85	Comprehensive Automobile Liability including <input checked="" type="checkbox"/> owned automobiles <input checked="" type="checkbox"/> non-owned automobiles <input checked="" type="checkbox"/> hired automobiles	Bodily Injury Liability \$,000 each person \$,000 each occurrence Property Damage Liability \$,000 each occurrence Bodily Injury and Property Damage Liability Combined \$ 500 ,000 each occurrence
(c) 1) Domestic Northwest Pacific Indemnity #MP35206141 01-01-84 to 01-01-85 2) Foreign Pacific Indemnity G2P8573082847 01-01-84 to 01-01-85	General Liability including <input checked="" type="checkbox"/> products-completed operations Liability <input checked="" type="checkbox"/> contractual Liability <input checked="" type="checkbox"/> personal injury Liability <input checked="" type="checkbox"/> employees as additional insureds <input type="checkbox"/> Liquor Law Liability <input type="checkbox"/> <input type="checkbox"/>	Bodily Injury Liability \$,000 each occurrence \$,000 aggregate Property Damage Liability \$,000 each occurrence \$,000 aggregate Bodily Injury and Property Damage Liability Combined \$ 500 ,000 each occurrence \$ 500 ,000 aggregate
(d)	Watercraft Liability including <input type="checkbox"/> owned watercraft <input type="checkbox"/> non-owned watercraft	Bodily Injury Liability \$,000 each person \$,000 each occurrence Property Damage Liability \$,000 each occurrence Bodily Injury and Property Damage Liability Combined \$,000 each occurrence
(e)	Other (Specify)	

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

Note Maintenance of Underlying Insurance Condition.

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

UMBRELLA LIABILITY

Policy Provisions —

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

I. COVERAGE

The company will pay on behalf of the **insured** ultimate net loss in excess of the total applicable limit (as stated in the Extension Schedule of **Underlying Insurance Policies**) of **underlying insurance** or the amount of the **self-insured retention** when no **underlying insurance** applies, because of **bodily injury, personal injury, property damage or advertising injury** to which this insurance applies, caused by an **occurrence**.

EXCLUSIONS

This insurance does not apply:

- A. to liability assumed by the **insured** under any contract or agreement with respect to an **occurrence** taking place before the contract or agreement is made;
- B. to **bodily injury or property damage** arising out of the ownership, operation, maintenance, use or loading or unloading of any aircraft (1) owned by any **insured**, or (2) chartered or loaned to any **insured** without a crew; but this exclusion does not apply to **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured**;
- C. to **bodily injury or property damage** arising out of the ownership, operation, maintenance, use or loading or unloading of (1) any watercraft over fifty feet in length, owned by any **insured** or chartered or loaned to any **insured** without a crew or (2) any watercraft being used to carry persons for a charge; but this exclusion does not apply to **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured**, or any watercraft while ashore on premises owned by, rented to or controlled by the **named insured**;
- D. to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis,

THE HARTFORD



toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water; but this exclusion does not apply to (1) injury or damage if such discharge, dispersal, release or escape is sudden and accidental, or (2) **bodily injury** to any employees of any **insured** arising out of and in the course of their employment by any **insured**;

- E. to **bodily injury or property damage** due to war, invasion, act of a foreign power, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, riot attending a strike, civil commotion or insurrection or military power with respect to **occurrences** which take place outside the United States of America, its territories or possessions, or Canada;
- F. to any obligation for which any **insured** or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or any other similar law; but this exclusion does not apply to liability of others assumed by the **named insured** under any contract or agreement;
- G. to **property damage** to property owned by the **named insured**;
- H. to **property damage** to:
 - (1) the **named insured's** products or premises alienated by the **named insured** if the **property damage** arises out of such products or premises or any part of such products or premises;
 - (2) work performed by or on behalf of the **named insured** if the **property damage** arises out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- I. to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
 - (2) the failure of the **named insured's** products or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the **named insured**;

"In any jurisdiction where the company may be prevented by law or otherwise from paying on behalf of the **insured**, the words "pay on behalf of the **insured**" are replaced by "indemnify the **insured** for".

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named Insured's products** or work performed by or on behalf of the **named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;

J. to **ultimate net loss** claimed for the withdrawal, inspection, repair, replacement or loss of use of the **named Insured's products** or work completed by or for the **named Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

K. to **advertising Injury** arising out of:

- (1) failure of performance of any contract or agreement, other than the unauthorized appropriation of ideas based upon an alleged breach of an implied contract;
- (2) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;
- (3) incorrect description or mistake in the advertised price of goods, products or services sold, offered for sale or advertised; or
- (4) the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;

L. to **personal Injury** arising out of discrimination or humiliation directly or indirectly related to the employment or prospective employment of any person or persons by any **Insured**;

M. to **personal Injury** arising out of any publication or utterance of a libel, slander, or other defamatory or disparaging material, or in violation of an individual's right of privacy, if the first injurious publication of the same or similar material by or on behalf of the **Insured** was made prior to the effective date of this insurance;

N. to **personal Injury** arising out of (1) any publication or utterance of a libel, slander, or other defamatory or disparaging material, or in violation of an individual's right of privacy, concerning any person, organization, or business enterprise, or his or her or its products or services, made by or at the direction of any **Insured** with knowledge of the falsity thereof, or (2) the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;

O. with respect to coverage afforded any employee of the **named Insured**, to **bodily Injury** or **personal Injury** to:

- (1) another employee of the **named Insured** arising out of and in the course of his or her employment, or
- (2) the **named Insured** or, if the **named Insured** is a partnership or joint venture, any partner or member thereof,

unless there is valid and collectible **underlying Insurance** covering such **bodily Injury** or **personal Injury**;

P. with respect to coverage afforded any employee of the **named Insured**, to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

- (1) another employee of the **named Insured**, or
- (2) the **named Insured** or, if the **named Insured** is a partnership or joint venture, any partner or member thereof,

unless there is valid and collectible **underlying Insurance** covering such **property damage**;

Q. to any claim for Uninsured or Underinsured Motorists Coverage, unless this policy is endorsed to provide such coverage; or

R. to any claim for Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called, unless this policy is endorsed to provide such coverage.

II. INVESTIGATION, DEFENSE, SETTLEMENT

With respect to **bodily Injury**, **personal Injury**, **property damage** or **advertising Injury** covered under this policy (whether or not the **self-insured retention** applies) and

- (1) for which no coverage is provided under any **underlying Insurance**; or
- (2) for which the underlying limits of any **underlying Insurance** policy have been exhausted solely by payments of **damages** because of **occurrences** during the period of this policy,

The company will

- (a) defend any **suit** against the **Insured** seeking **damages** on account thereof, even if such **suit** is groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or **suit** as it deems expedient;
- (b) pay all expenses incurred by the company, all costs taxed against the

Insured in any **suit** defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (c) pay all premiums on appeal bonds required in any such **suit**, premiums on bonds to release attachments in any such **suit** for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **Insured** because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but the company shall have no obligation to apply for or furnish any such bonds;
- (d) pay all reasonable expenses incurred by the **Insured** at the company's request in assisting the company in the investigation or defense of any claim or **suit**, including actual loss of earnings not to exceed \$100 per day per **Insured**;

and the amounts so incurred, except settlement of claims and **suits**, are not subject to the insured's **self-insured retention** as stated in the declarations and are payable by the company in addition to the applicable limit of liability of this policy.

The **Insured** agrees to reimburse the company promptly for amounts paid in settlement of claims or **suits** to the extent that such amounts are within the **Insured's self-insured retention** as stated in the declarations.

The **named Insured** agrees to arrange for the investigation, defense or settlement of any claim or **suit** in any country where the company may be prevented by law from carrying out this agreement. The company will pay **defense expenses** incurred with its written consent in addition to its applicable limit of liability under this policy and will promptly reimburse the **named Insured** for its proper share, subject to its applicable limit of liability under this policy, of any settlement above the **self-insured retention** made with the company's written consent.

The company shall have the right to associate at its own expense with the **Insured** or any underlying insurer in the investigation, defense or settlement of any claim or **suit** which in the company's opinion may require payment hereunder. In no event, however, will the company contribute to the

costs and expenses incurred by any underlying insurer.

III. PERSONS INSURED

Each of the following, including the **named Insured**, is an **Insured** under this insurance to the extent set forth below:

- A. if the **named Insured** is an individual, such individual but only with respect to the conduct of a business of which he or she is the sole proprietor, and the spouse of the **named Insured** with respect to the conduct of such a business;
- B. If the **named Insured** is a partnership or joint venture, the partnership or joint venture and any partner or member thereof but only with respect to his or her liability as such;
- C. if the **named Insured** is other than an individual, partnership or joint venture, such organization and any **executive officer**, director or stockholder thereof while acting within the scope of his or her duties as such;
- D. any person (other than an employee of the **named Insured**) or organization while acting as a real estate manager for the **named Insured**;
- E. any employee of the **named Insured** while acting within the scope of his or her duties as such;
- F. with respect to any **automobile** owned by the **named Insured** or hired for use by or on behalf of the **named Insured**, any person (including an employee of the **named Insured**) while using such **automobile** and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the **named Insured**, except
 - (1) any person or organization, or any agent or employee thereof, operating an **automobile** sales agency, repair shop, service station, storage garage or public parking place, with respect to an **occurrence** arising out of the operation thereof; or
 - (2) the owner or any lessee, other than the **named Insured**, of a hired **automobile** or any agent or employee of such owner or lessee;
- G. any person or organization to whom or to which the **named Insured** is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations performed by the **named Insured**, or facilities owned or used by the **named Insured**;
- H. any other person or organization who is an **Insured** under any policy of **underlying insurance**, subject to all the limitations upon

coverage under such policy other than the limits of the underlying insurer's liability.

With respect to any person or organization who is not an **Insured** under an underlying insurance policy, coverage under this policy shall apply only to ultimate net loss in excess of the underlying insurance or self-insured retention applicable to the named insured.

This insurance does not apply to **bodily injury, personal injury, property damage, or advertising injury** arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this policy as a named insured.

IV. LIMITS OF LIABILITY

Regardless of the number of (a) **Insureds** under this policy, (b) persons or organizations who sustain injury or damage or (c) claims made or suits brought on account of such injury or damage, the company's liability is limited as follows:

1. The total liability of the company for all ultimate net loss as the result of any one occurrence shall not exceed the limit of liability stated in the declarations as applicable to "each occurrence."
2. Subject to the above provision respecting "each occurrence", the total liability of the company for all ultimate net loss because of all **bodily injury and property damage** to which this policy applies and which is described in either of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":
 - (a) all **bodily injury and property damage** included within the **products hazard** and within the **completed operations hazard**,
 - (b) all **bodily injury** because of occupational diseases of employees of **Insureds**.

The aggregate limit of liability shall apply separately to the injury or damage described in subparagraphs (a) and (b) above.

3. For the purpose of determining the limit of the company's liability, all **advertising injury, bodily injury, personal injury and property damage** described in either of the subparagraphs below shall be considered as arising out of one occurrence:
 - (a) all **bodily injury and property damage** arising out of continuous or repeated exposure to substantially the same general conditions,
 - (b) all **advertising injury and personal injury** arising out of repeated publications or utterances of the same or similar material.

V. DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"advertising injury" means injury other than **personal injury** arising out of one or more of the following offenses committed during the policy period in connection with the named **Insured's** advertising activities: (1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; (2) infringement of copyright or of title or of slogan; or (3) piracy or unfair competition or idea misappropriation under an implied contract;

"automobile" means a land motor vehicle, trailer or semi-trailer;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period;

"completed operations hazard" includes **bodily injury and property damage** arising out of operations, or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury or property damage** occurs after such operations have been completed or abandoned, and occurs away from premises owned by or rented to the named **Insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named **Insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named **Insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury or property damage** arising out of

- (1) operations in connection with the transportation of property, unless the **bodily injury or property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (3) operations for which the classification stated in the underlying insurance policy in the

company's manual specifies "including completed operations".

"**damages**" do not include fines or penalties or damages for which insurance is prohibited by the law applicable to the construction of this policy. Subject to the foregoing, "**damages**" include damages for any of the following which result at any time from **bodily injury** to which this policy applies: death, mental anguish, shock, disability or care and loss of services or consortium;

"**defense expenses**" means all reasonable expenses (other than the amount of any settlement) incurred by the **named Insured** in discharging the **named Insured's** obligations under Provision II with respect to the investigation, defense or settlement of claims or suits except (1) salaries of salaried employees of the **named Insured**, and (2) any such expense payable under an **underlying insurance** policy or any other valid and collectible insurance;

"**executive officer**" means a person holding any of the officer positions created by the charter, constitution or by-laws of the **named Insured**;

"**first named Insured**" means the person or organization first named in Item 1 of the declarations of this policy;

"**Insured**" means any person or organization qualifying as an insured in the "Persons Insured" provision of this policy. The insurance afforded applies separately to each **Insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"**named Insured**" means the **first named Insured** and any other person or organization named in Item 1 of the declarations and any other organization coming under the **named Insured's** control and of which it assumes active management;

"**named Insured's dispensary or clinic**" means a dispensary, clinic or similar facility maintained by the **named Insured** for the benefit or convenience of the **named Insured's** employees or students;

"**named Insured's products**" means goods or products manufactured, sold, handled or distributed by the **named Insured** or by others trading under his name, including any container thereof (other than a vehicle), but **named Insured's products** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means

- (1) with respect to **bodily injury** or **property damage**: an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **Insured** and includes:

- (a) the rendering of or failure to render professional medical, dental or nursing services by the **named Insured's dispensary or clinic**,

- (b) the use of reasonable force for the lawful protection of employees, tenants, guests or property of the **named Insured**, and

- (2) with respect to **advertising injury** and **personal injury** respectively: an offense described in one of the numbered subdivisions of those terms in this policy;

"**personal injury**" means injury, other than **advertising injury**, arising out of one or more of the following offenses committed during the policy period in the conduct of the **named Insured's** business:

- (1) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- (2) false arrest, detention or imprisonment, or malicious prosecution;
- (3) wrongful entry or eviction or other invasion of an individual's right of privacy; or
- (4) discrimination or humiliation not intentionally committed by or at the direction of the **Insured** or any **executive officer**, director, stockholder, partner or member thereof, but only with respect to injury to the feelings or reputation of a natural person;

"**products hazard**" includes **bodily injury** and **property damage** arising out of the **named Insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by, or rented to the **named Insured**, and after physical possession of such products has been relinquished to others;

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**self-insured retention**" means the amount stated as such in the declarations which is retained and payable by the **Insured** with respect to "each **occurrence**". All expenses incurred in the investigation or defense of a claim or suit within the **self-insured retention** shall be payable by the company;

"**suit**" includes an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with the company's consent;

"**ultimate net loss**" means all sums which the

Insured and his or her insurers shall become legally obligated to pay as **damages**, whether by final adjudication or settlement with the company's written consent, after making proper deduction for all recoveries and salvages collectible;

"underlying insurance" means the insurance policies listed in the Extension Schedule of **Underlying Insurance Policies**, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Extension Schedule of **Underlying Insurance Policies**. The limit of **underlying insurance**

includes any deductible amount, any participation of the **Insured** or any **self-insured retention** beneath any such policy, less the amount, if any, by which the aggregate limit of such insurance has been reduced by payment of loss with respect to **occurrences** during the policy period of this policy. The coverages and limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert because of the **Insured's** failure to comply with any condition of any such policy or (2) the insolvency of the underlying insurer.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

- (1) with respect to which an **Insured** under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an **Insured**; or

- (3) the **bodily injury or property damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material**, **special nuclear material** or **by-product material**;

"source material", **"special nuclear material"**, and **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material:

- (a) containing **by-product material** other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
- (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing **spent fuel**, or (iii) handling, processing or packaging **waste**,
- (c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located, consists of or contains more than 25 grams of plutonium or uranium 233 or any combi-

nation thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein, and shall be payable by the **first named insured**.

2. Inspection and Audit

The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the **named insured** or others to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this insurance.

3. Notice of Occurrence

Whenever it appears that an **occurrence** is likely to involve payment under this policy, written notice shall be given to the company or its authorized agents by the **named insured** or a designated representative of the **named insured** as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence**, the names and addresses of the injured and of available witnesses.

4. Assistance and Cooperation of the Insured

The **insured** shall cooperate with the company and shall comply with all the terms and conditions of this policy and shall also cooperate with any of the underlying insurers as required by the terms of the **underlying insurance** and comply

with all the terms and conditions thereof. The **insured** shall enforce any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury, personal injury, property damage** or **advertising injury** with respect to which insurance is afforded under this policy or any of the **underlying insurance** policies.

5. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured**, after actual trial, or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Appeals

In the event the **insured** or the **insured's** underlying insurer elects not to appeal a judgment in excess of the **underlying insurance** or the **self-insured retention**, the company may elect to make such appeal, at its cost and expense, and shall be liable in addition to the applicable limit of liability, for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for **ultimate net loss** exceed the amount herein applicable to any one **occurrence** plus the cost and expenses of such appeal.

7. Other Insurance

The insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance (except when purchased specifically to apply in excess of this insurance) available to the **Insured**, whether or not described in the Extension Schedule of **Underlying Insurance Policies**, and applicable to any part of **ultimate net loss**, whether such other insurance is stated to be primary, contributing, excess or contingent; provided that if such other insurance provides umbrella coverage in excess of **underlying insurance** or the **self-insured retention**, the insurance afforded by this policy shall contribute therewith with respect to such part of **ultimate net loss** as is covered hereunder, but the company shall not be liable for a greater proportion of such loss than the amount which would have been payable under this policy bears to the sum of said amount and the amounts which would have been payable under each other umbrella policy applicable to such loss, had each such policy been the only policy so applicable.

8. Subrogation

In the event of any payment under this policy, the company shall participate with the **Insured** and any underlying insurer in the exercise of all the **Insured's** rights of recovery against any person or organization liable therefor, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the **Insured**) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder;

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the **Insured**), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

Notice to any agent, or knowledge possessed by any agent, or any other person shall not effect a waiver or a change in any part of this policy, or estop the company from asserting any rights under the terms of this policy with respect to any

requirements as to **underlying insurance**; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

10. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, an individual **named Insured** shall die, such insurance as is afforded by this policy shall apply (a) to the individual **named Insured's** legal representative, as an individual **named Insured**, but only while acting within the scope of his or her duties as such, and (b) with respect to the property of an individual **named Insured**, to the person having proper temporary custody thereof, as **Insured**, but only until the appointment and qualification of the legal representative.

11. Maintenance of Underlying Insurance

Policies affording in total the coverage and limits stated in the Extension Schedule of **Underlying Insurance Policies** shall be maintained in full effect during the currency of this policy. Failure of the **named Insured** to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the **named Insured** complied therewith.

The **first named Insured** shall give the company written notice as soon as practicable of any change in the coverage or in the limits of any **underlying insurance**, and of the termination of any coverage or the reduction or exhaustion of the aggregate limits of any **underlying insurance**.

The **self-insured retention** shall not apply should the **underlying insurance** be exhausted by the payment of claims or suits.

12. Sole Agent

The **first named Insured** is authorized to act on behalf of all **Insureds** with respect to the giving or receiving of notice of cancellation, receiving unearned premium, and agreeing to any changes in the policy.

13. Cancellation

This policy may be cancelled by the **first named Insured** by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **first named Insured**, at the address shown in this policy, written notice stating when not less than 60 days thereafter such cancellation shall be effective; provided that, if the **first named Insured** fails to discharge when due any of its obligations in connection with the payment of premium for this policy

or any installment thereof, this policy may be cancelled by the company by mailing to the **first named insured** written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **first named insured** or by the company shall be equivalent to mailing.

If the **first named insured** cancels, earned premium shall be the pro-rata earned premium plus 10% of the pro-rata unearned premium. If the company cancels, earned premium shall be computed

pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

14. Declarations

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between the **first named insured** and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the Company.


Michael S. Wilder, Secretary


DeRoy C. Thomas, President



THE HARTFORD

Named Insured and Address

Policy Number

57 HHU JY7830

This endorsement forms a part of the policy as numbered above, issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective Date Effective hour is the same as stated in the Declarations of the policy.

Endt. No.

NAMED INSURED:

**GENUS, INC., AND ALL SUBSIDIARY, MANAGED, OWNED
OR CONTROLLED COMPANIES AS MAY NOW OR HEREAFTER
EXIST.,**

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

AC 2-14-84

Form G-2240-3 B Printed in U.S.A.

Countersigned by.....

Authorized Agent

NAME AND ADDRESS OF AGENCY MCCRACKEN, BOEDDIKER & OTT 873 SANTA CRUZ AVENUE MENLO PARK, CALIFORNIA 94025	COMPANY Hartford Insurance Company Effective 12:01 A m 1/1 ,19 84 Expires <input checked="" type="checkbox"/> 12:01 am <input type="checkbox"/> Noon 3/1 ,19 84 <input type="checkbox"/> This binder is issued to extend coverage in the above named company per expiring policy # _____ <small>(except as noted below)</small>
NAME AND MAILING ADDRESS OF INSURED Genus, Inc. 515 Ellis St. Mt. View, California 94043	Description of Operation/Vehicles/Property Policy No. 57RHUJF2573

Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %

Type of Insurance	Coverage/Forms	Limits of Liability	
<input type="checkbox"/> Scheduled Form <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises/Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual <input type="checkbox"/> Other (specify below) <input type="checkbox"/> Med. Pay. \$ Per Person \$ Per Accident \$ <input type="checkbox"/> Personal Injury	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Bodily Injury	\$
		Property Damage	\$
		Bodily Injury & Property Damage Combined	\$
		Personal Injury	\$
		Limits of Liability	
<input type="checkbox"/> Liability <input type="checkbox"/> Non-owned <input type="checkbox"/> Hired <input type="checkbox"/> Comprehensive-Deductible \$ <input type="checkbox"/> Collision-Deductible \$ <input type="checkbox"/> Medical Payments \$ <input type="checkbox"/> Uninsured Motorist \$ <input type="checkbox"/> No Fault (specify): <input type="checkbox"/> Other (specify):	Bodily Injury (Each Person)	\$	
	Bodily Injury (Each Accident)	\$	
	Property Damage	\$	
	Bodily Injury & Property Damage Combined	\$	
	Limits of Liability		

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below)
 ☐ EMPLOYERS' LIABILITY — Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

UMBRELLA/EXCESS LIABILITY: \$10,000,000 Each Occurrence/Annual Aggregate

NAME AND ADDRESS OF <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED <div style="border: 2px solid black; padding: 5px; display: inline-block;"> BILLED 1-11-84 9 2300 </div>	LOAN NUMBER _____ <div style="text-align: center;"> McCracken-Boeddiker & Ott Signature of Authorized Representative </div>
	1/9/84 Date RAB

		23492
BRK'S COMM		PRODUCER

RENEWAL OF NEW

REWRITE OF

EXTRA DAILIES: 1-S. Jose

PRODUCER McCracken, Boeddiher & Ott

873 Santa Cruz Ave.

Menlo Park, CA 94025

CERTIFIED COPIES:

In favor of:

GENUS, INC. AND ALL SUBSIDIARY, MANAGED, OWNED OR CONTROLLED
COMPANIES AS MAY NOW OR HEREAFTER EXIST

Address:

515 ELLIS STREET
MOUNTAIN VIEW, CALIFORNIA 94043

Type of coverage:

EXCESS UMBRELLA LIABILITY

In the amount of:

\$10,000,000. EXCESS OF \$10,000,000. EXCESS OF UNDERLYING

Term: Beginning at 12:01 A.M. on the 1ST day of JANUARY 1984

and ending at 12:01 A.M. on the 1ST day of JANUARY 1985

Standard Time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and Standard Clauses on the reverse side of this page.

PREMIUM	\$ 2,550.00
POLICY FEE	50.00
TOTAL	\$2,600.00

☐ ADJ.

☐ INST.

BILLED

Dated at SAN FRANCISCO, CALIFORNIA
this 23RD day of JANUARY, 1984.

STANDARD CLAUSES

1. **NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)** The insurance afforded under any liability coverage of this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties, "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

2. It is expressly understood and agreed by the Insured by accepting this policy that Sayre & Toso, Inc. is not the Insurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer. The Insurer hereunder is the company shown.

3. This insurance is made and accepted subject to all the provisions and conditions set forth herein and in any forms or endorsements attached hereto; all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clause 1) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clause 1 shall not be amended.

4. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

5. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed \$5.00.

6. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

7. **DECLARATIONS.** By accepting this Policy the Insured agrees that the statements in all declarations made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Insured and the Company or any of its agents relating to this insurance.

EXCESS UMBRELLA POLICY

DECLARATIONS

- ITEM 1. Named Insured: **GENUS, INC., ETAL**
- ITEM 2. Underlying Umbrella Policies:
HARTFORD INSURANCE COMPANY POLICY #TO BE DECLARED
- ITEM 3. Underlying Umbrella Limits (Insuring Agreement II):
\$10,000,000. EXCESS OF UNDERLYING
- ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement II):
\$10,000,000. EXCESS OF UNDERLYING
- ITEM 5. Limit of Liability (Insuring Agreement II): **\$10,000,000. EXCESS OF \$10,000,000. EXCESS OF UNDERLYING**
- ITEM 6. Aggregate Limit of Liability (Insuring Agreement II): **\$10,000,000. EXCESS OF \$10,000,000. EXCESS OF UNDERLYING**
- ITEM 7. Notice of occurrence (Condition 4) to. The Company and/or Sayre & Toso, Inc.

NAMED INSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to the Company (hereinafter called the "Named Insured").

INSURING AGREEMENTS

I. COVERAGE —

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations and issued by certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 1 and 2 of this form, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

Attached to and forming Part of Policy No. **MN 028975 OF THE MISSION NATIONAL INSURANCE COMPANY**

ISSUED TO: **Genus, Inc., etal**

DATED AT: **San Francisco, California**

SAYRE & TOSO, INC.

This **23rd** day of **January**, 19 **84**

By _____

II. LIMIT OF LIABILITY — UNDERLYING LIMITS —

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

\$ (as stated in Item 3 of the Declarations)	ultimate net loss in respect of each occurrence, but
\$ (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)	ultimate net loss in all in respect of each occurrence-subject to a limit of
\$ (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

EXCLUSION

It is agreed that this Policy does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policy(ies) shall be maintained in full effect during the currency hereof without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the same condition.

3. CANCELLATION

This Policy may be cancelled by the Named Insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company or its representatives by sending by registered mail notice to the Named Insured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice.

It is agreed that irrespective of any other items or conditions contained in this Policy or endorsements attached thereto, this Policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6. CONFLICTING STATUTES

The terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

Swett & Crawford 3 Embarcadero Center #920 San Francisco CA 94111
In accordance with your instructions and in reliance upon the
statements made in your application/submission we have effected
insurance as follows:

EXCESS CASUALTY BINDER NO 107110-100503
NO FLAT CANCELLATION PERMITTED

1. Name of Insured: Genus, Inc.
2. Mailing Address: 515 Ellis Street
Mountain View, CA 94043
3. Insurer(s): St. Paul Surplus Lines
4. Assigned policy(ies) or certificate(s) numbers: SP05505345
5. Binder Period From: 02/04/88 To: 03/05/88
12:01 AM Standard Time at the address of the insured. This
binder will be terminated and superseded upon delivery of formal
policy(ies) or certificate(s) issued to replace it.
6. Coverage: Commercial Umbrella Occurrence Form
7. Limits of Liability: \$1,000,000
8. Underlying Limits and Policy(ies): General Liability \$1,000,000/
\$2,000,000; Auto Liability \$1,000,000 CSL; EL \$1,000,000;
Foreign Liability \$1,000,000
9. Deductible(s) and/or S.I.R.: \$10,000
10. Policy Premium: \$9000.00 Fees: \$9.00
Taxes: \$270.00 Minimum Earned: \$2319.75
Rate(s): flat
11. Conditions: Exclude: Aircraft Products; Aircraft; Architects
Engineers E & O; Real & Personal CCC; Discrimination/Wrongful
Termination; Seepage & Pollution/Asbestos; Occupational Disease.
Following Form: Automobile Liability; Foreign Liability.
ERISA EXCLUSION.
12. Policy Period From: 2/04/88 To: 2/01/89
13. Forms applicable are subject to the terms and conditions of the
company's policy(ies) or certificate(s) to follow, unless
otherwise specified: n/a
14. Terms: Premium in the amount of \$9279.00 is due and payable
to Swett & Crawford-Stockton II within 30 days of the binder
effective date. If the premium is not paid within the time
specified, the insurance evidenced by this binder shall
automatically terminate and minimum earned premium shall be due
and payable.
15. Cancellation: (See attached)
16. This binder is issued with the authority of the insurer(s) and is
issued by the undersigned without any liability whatsoever as an
insurer.

Producer: McCracken Boeddiker &
Date of Issuance: 2/08/88

By:


Authorized Representative

Swett & Crawford #3 Embarcadero Center #920 San Francisco CA 94111

ADDENDUM TO BINDER NO 107110-100503

NAME OF INSURED: Genus, Inc.

BINDER PERIOD FROM: 02/04/88 TO: 02/01/89

MINIMUM PREMIUM ENDORSEMENT

In the event of cancellation of this binder by the Insured, the minimum premium stated in items of the binder to which this endorsement is attached shall become due and payable by the Insured regardless of any conditions of the binder to the contrary.

Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel. In the event of such cancellation by the Company for non-payment of premium, the minimum premium shall be immediately due and payable.

DATED:


(Authorized Representative)

Cancellation Provision

This binder is subject to the cancellation provisions as found in the policy(ies) or certificate(s). In addition, this binder may be cancelled by the Insured by surrender thereof to Swett & Crawford Group or any of its authorized agents or by mailing to Swett & Crawford Group written notice stating when thereafter the cancellation shall be effective. The insurance effected under this binder can be cancelled by Swett & Crawford Group (subject to statutory regulations) by mailing, to the Insured at the address stated on the face of this binder, written notice stating when such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by Swett & Crawford Group shall be equivalent to mailing. In the event of cancellation by the Insured, the earned premium would be subject to the minimum premium if applicable.

TR CO DIV
01 01 41PRODUC
25911POLICY NUMBER
LC 876-6415DECLARATIONS
COMMERCIAL UMBRELLAIndustrial Indemnity
a Crum and Forster organizationNAME
OF
INSURED
AND
ADDRESSGENUS INC. & ALL SUBSIDIARY, MANAGED
OWNED OR CONTROLLED COMPANIES AS MAY
NEW OR HEREAFTER EXIST
515 ELLIS STREET
MT. VIEW, CA. 95043

PRODUCER

MC CRACKEN, BOEDDIKER & OTT INS.
855 OAK GROVE
MENLO PARK, CA. 94025

INSURING COMPANY

INDUSTRIAL INDEMNITY CO.

HOME OFFICE

SAN FRANCISCO, CA.

FOR COMPANY USE

POLICY
PERIOD
PREMIUM
ADJUSTMENT
PERIODFROM
MO DAY YEAR
1-1-85 1-1-86TO
MO DAY YEAR
AT 12 01 AM STAND-
ARD TIME AT THE ADDRESS
OF THE NAMED INSURED
AS STATED HEREIN

RENEWAL OF

NEW

INDICATED BY CODE NUMBER BELOW

CODE

1 ANNUAL 6 MONTHLY
2 SEMI ANNUAL 0 NONE
3 4 5 QUARTERLY

BUSINESS OF INSURED

VAPOR DEPOSITION EQUIPMENT

NAMED
INSUREDTHE NAMED INSURED IS: ☐ INDIVIDUAL ☒ CORPORATION ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ OTHER

LIMITS

LIMIT OF LIABILITY-SEE INSURING AGREEMENT V

(A) Coverage I(a), I(b), I(c) or I(d) or all
combined with respect to each occurrence \$ 20,000,000.(B) Aggregate limit for each annual period
with respect to the Products Hazard and
the Completed Operations Hazard \$ 20,000,000.

(C) Self - Insured Retention \$ -0-

21 JAN 1985

PREMIUM

PREMIUM COMPUTATION - SEE CONDITION A

Advance Premium \$ 10,877.

Rate MINIMUM DEPOSIT \$10,877 @ \$.494 PER based on an estimated
100 OF M & C PAYROLL annual exposure of

Annual Minimum Premium \$ 8,158.

In the event of cancellation by the named insured,
the company shall receive and retain not less than \$ 5,439. as a minimum premium.BILLED
5/23/85
9,10,877

POLICY JACKET, FORM AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION:

1U001R4(9-83), 1U010R7(1-84), 1U146(4-80)

1-18-85 ibt

Countersigned by _____
AUTHORIZED REPRESENTATIVETHESE DECLARATIONS TOGETHER WITH "THE COMMERCIAL UMBRELLA POLICY" AND ENDORSEMENTS, IF ANY ARE
ISSUED AS PART OF, AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.

SCHEDULE A—SCHEDULE OF UNDERLYING POLICIES

MOD. CODE: 25919

NAME OF INSURED GENUS INC.

EFFECTIVE ON AND AFTER 1-1, 19 85, 12.01 A.M., STANDARD TIME

POLICY NUMBER LC 876-6415

TYPE OF POLICY	APPLICABLE LIMITS	INSURER, POLICY NO., POLICY TERM
(a) Standard Workers' Compensation & Employers' Liability	Coverage B—Employers' Liability \$500,000 One Accident	NORTHWEST PACIFIC INDEMNITY
(b) Automobile Liability		
<input checked="" type="checkbox"/> Business Auto Policy covered autos:	Bodily Injury \$ Each Person \$ Each Accident or Loss	NORTHWEST PACIFIC INDEMNITY BAP 8573132709 1-1-85/86
<input checked="" type="checkbox"/> Symbol 1 - any auto		
<input type="checkbox"/> Other: _____	Property Damage \$ Each Accident or Loss	
<input type="checkbox"/> Garage Policy covered autos:		
<input type="checkbox"/> Symbol 21 - any auto		
<input type="checkbox"/> Other: _____	Bodily Injury and Property Damage Combined Single Limit	
<input type="checkbox"/> Trucker's Policy covered autos:	\$ 500,000 Each Accident or Loss	
<input type="checkbox"/> Symbol 41 - any auto		
<input type="checkbox"/> Other: _____		
Comprehensive General Liability	Bodily Injury \$ Each Occurrence \$ Aggregate when applicable	NORTHWEST PACIFIC INDEMNITY MP3520-6141 1-1-85/86
includes the following coverages when designated with <input checked="" type="checkbox"/>	Property Damage \$ Each Occurrence \$ Aggregate when applicable	
<input checked="" type="checkbox"/> Liability Extended Coverage		
<input type="checkbox"/> Personal Injury A, B, & C		
<input type="checkbox"/> Blanket Contractual		
<input checked="" type="checkbox"/> Products Liability		
<input checked="" type="checkbox"/> Completed Operations		
<input type="checkbox"/> Employees as Insured		
<input type="checkbox"/> X, <input type="checkbox"/> C, <input type="checkbox"/> U		
<input type="checkbox"/> Liquor Liability	Bodily Injury and Property Damage Combined Single Limit	
<input type="checkbox"/> Employee Benefits	\$ 500,000 Each Occurrence	
<input type="checkbox"/> _____	\$ 500,000 Aggregate when applicable	

(d)

1-18-85 ibt

COMMERCIAL UMBRELLA POLICY

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to the Limit of Liability, Exclusions, Conditions and other terms of this policy, the Company named in the Declarations (a capital stock company, herein called the Company) agrees with the insured, also named in the Declarations attached, to provide coverage as follows:

INSURING AGREEMENTS

I COVERAGE

The Company agrees to pay on behalf of the insured the ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, or assumed by the insured under contract, for:

- (a) Bodily Injury Liability,
- (b) Personal Injury Liability,
- (c) Property Damage Liability, or
- (d) Advertising Liability,

arising out of an occurrence.

In any jurisdiction where, by reason of law or statute, this policy is invalid as a "pay on behalf" of contract, the Company agrees to indemnify the insured for ultimate net loss in excess of the retained limit.

II DEFENSE SETTLEMENT

With respect to any occurrence covered by the terms and conditions of this policy, but not covered, as warranted, by the underlying policies listed in Schedule A hereof or not covered by any other underlying insurance collectible by the insured, the Company shall:

- (a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request;

- (e) reimburse the insured for actual loss of earnings, not to exceed \$100.00 per day for each insured, subject to an aggregate sum of \$10,000 each occurrence for all insureds combined at the Company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the Company in addition to the applicable limit of liability of this policy.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred with its written consent in accordance with this agreement.

III DEFINITIONS

1. "NAMED INSURED" AND "INSURED"

"Named Insured", means the person or organization named in Item 1 of the Declarations of this policy, and;

- (a) any subsidiary company (including subsidiaries thereof) of the Named Insured and any other company coming under the Named Insured's control of which it assumes active management;
- (b) if the Named Insured is an individual, their spouse, if a resident of the same household, but this policy shall only apply to the conduct of a business or business properties of which the Named Insured is the sole proprietor, or to the ownership, maintenance or use of an automobile;
- (c) if the Named Insured is designated in the Declarations, as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof, but only with respect to their liability as such.

The unqualified word "insured", wherever used, includes the Named Insured and also;

- (d) any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations performed by or on behalf of the Named Insured, or to facilities owned or used by the Named Insured;
- (e) at the option of the Named Insured and subject to the terms of the coverage of this insurance, any additional insured, other than the Named Insured, included in the underlying policies listed in Schedule A but only to the extent that insurance is provided to such additional insured thereunder;

(f) any executive officer, director or stockholder thereof while within the scope of his duties as such;

(g) at the option of the Named Insured and subject to the terms of the coverage of this insurance, any employee of the Named Insured, other than an executive officer, while within the scope of his duties as such;

(h) at the option of the Named Insured and subject to the terms of the coverage of this insurance, with respect to an automobile owned by or loaned to the Named Insured or hired for use on behalf of the Named Insured, any person using the automobile with the Named Insured's permission, provided such use is within the scope of such permission, and any person or organization legally responsible for the use thereof.

The insurance with respect to any person or organization other than the Named Insured does not apply under division (h) of this definition of "Named Insured" and "insured":

1. To any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;
2. With respect to any automobile hired by or loaned to the Named Insured, to the owner or a lessee thereof other than the Named Insured, or to any agent or employee of such owner or lessee.

2. "BODILY INJURY"

"Bodily Injury" means:

- (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury including death at any time resulting therefrom;
- (b) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of protecting persons or property.

3. "PERSONAL INJURY"

"Personal Injury" means injury, such as but not limited to, libel, slander, defamation of character, discrimination, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation which occurs during the policy period sustained by a natural person, but excluding any such injury included within the definition of advertising liability.

4. "PROPERTY DAMAGE"

"Property Damage" means:

- (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or
- (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period, or
- (c) injury to intangible property which occurs during the policy period sustained by an organization as a result of wrongful eviction, malicious prosecution, libel, slander or defamation but excluding any such damage included within the definition of advertising liability.

5. "ADVERTISING LIABILITY"

"Advertising Liability" means libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair com-

petition, idea misappropriation or invasion of rights of privacy committed, or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

6. "ULTIMATE NET LOSS"

"Ultimate Net Loss" means the total of the following sums with respect to each occurrence:

- (a) All sums which the insured is legally obligated to pay as damages whether by reason of adjudication or settlement, because of bodily injury, personal injury, property damage or advertising liability to which this policy applies, and
- (b) All expenses, other than defense settlement provided in Insuring Agreement II, incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any claim covered by this policy or suit seeking such damages, excluding only the salaries of the insured's regular employees.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

7. "PRODUCTS HAZARD"

"Products Hazard" means the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to or controlled by the Named Insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container rented to or located for use of others but not sold.

8. "COMPLETED OPERATIONS HAZARD"

"Completed Operations Hazard" means operations completed by or on behalf of the Insured and includes reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,
2. when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or
3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials.

9. "OCCURRENCE"

"Occurrence" means:

- (a) With respect to Bodily Injury Liability or Property Damage Liability, injurious exposure to conditions which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the insured. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
- (b) With respect to Personal Injury Liability, an offense which results in Personal Injury, other than an offense committed with actual malice or the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.
- (c) With respect to Advertising Liability all damages involving the same injurious material or act regardless of the frequency or repetition thereof, the number or kind of media used, and the number of claimants and all such damages shall be considered as arising out of one occurrence.

IV POLICY PERIOD, TERRITORY

This policy applies to occurrences happening anywhere during the policy period.

V RETAINED LIMIT—LIMIT OF LIABILITY

The Company's liability shall be only for the ultimate net loss in excess of the insured's retained limit defined as the greater of:

- (a) the total of the applicable limits of the underlying policies listed in Schedule A hereof and the applicable limits of any other insurance collectible by the insured; or
- (b) the self-insured retention stated in Item 4(C) of the Declarations as the result of all occurrences not covered by said underlying insurance and which shall be borne by the insured, separately as respects each annual period of this policy.

When the self-insured retention stated in Item 4(C) has been exhausted, this policy shall apply without application of the self-insured retention for the remainder of that annual period.

The Company's liability shall not exceed the amount stated in Item 4(A) of the Declarations as the result of any one occurrence. There is no limit to the number of occurrences during the policy period for which claims may be made except that the liability of the Company arising out of the Products Hazard and the Completed Operations Hazard on account of all occurrences during each policy year shall not exceed the aggregate amount stated in Item 4(B) of the Declarations.

EXCLUSIONS

This policy shall not apply:

- (a) to any obligation for which the insured or any of its insurers may be held liable under any workers' or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract;
- (b) to injury to or destruction of or loss of:
 - 1. property owned by the Named Insured, or
 - 2. property owned by any insured or
 - 3. any goods, products or containers thereof manufactured, sold, handled or distributed, or work completed by the insured, out of which the occurrence arises;
- (c) under Advertising Liability for
 - 1. failure of performance of written contract,
 - 2. infringement of registered trademark, service mark or trade name by use thereof as the registered trademark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans,
 - 3. incorrect description of any article or commodity, or
 - 4. mistake in advertised price;
- (d) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (e) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - 1. a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
 - 2. the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to the extent coverage is available to the Named Insured in the underlying insurance as set out in Schedule A of the policy to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than a Named Insured:

- (f) to liability arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
- (g) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft.

CONDITIONS

A. Premium Computation. The premium for this policy shall be based upon the rating basis as set forth in the Declarations during the policy periods and shall be computed at the rate set forth in the Declarations applied to each unit of exposure of such rating basis. The advance premium is based upon the estimated exposures for the policy period as stated in the Declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the Named Insured shall immediately pay the excess to the Company; if less, the Company shall return the difference to the Named Insured but the Company shall receive and retain the annual minimum for each twelve (12) months of the policy period.

If the policy period is for more than one year, the rating basis and premiums for the period beyond the first year shall be determined at each subsequent anniversary.

B. Inspection and Audit. The company shall be permitted at all reasonable times to inspect the insured's premises and equipment and to examine the Named Insured's books and records so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

C. Severability of Interests. The term "insured" is used severally and not collectively except with respect to Insuring Agreement V (Retained Limit—Limit of Liability) and Condition I (Other Insurance). The inclusion in this policy of more than one insured shall not operate to increase the Company's total liability for all insureds covered by this policy beyond the limits set forth in Item 4(A) and 4(B) of the Declarations.

D. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at that time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the insured, when requested by the Company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representative, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

E. Assistance and Cooperation. Except as provided in Insuring Agreement II (Defense Settlement) or in Condition J (Underlying Insurance), the Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured, but the Company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the insured and the Company shall cooperate fully.

F. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the retained limit, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement V (Retained Limit—Limit of Liability) for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

G. Loss Payable. Liability of the Company with respect to any one occurrence shall not attach unless and until the insured, the Company in behalf of the insured or the insured's underlying insurer has paid the amount of retained limit. Where the Company must indemnify the insured for ultimate net loss in accordance with Insuring Agreements, the insured shall make a definite claim for any loss for which the Company may be liable within twelve (12) months after the insured shall have paid an amount of ultimate net loss in excess of the amount borne by the insured or after the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant and the Company. If any subsequent payments are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

The insured shall promptly reimburse the Company for any amount of ultimate net loss paid on behalf of the insured within the self-insured retention specified in Item 4(C) of the Declarations.

H. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the Company of any of its obligations hereunder.

I. Other Insurance. If other collectible insurance including other insurance with this Company is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the retained limit of liability hereunder), the insurance hereunder shall be in excess of and not contribute with such other insurance.

J. Underlying Insurance. If underlying insurance is exhausted by any occurrence, the Company shall be obliged to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this policy applies immediately in excess of such underlying insurance, without the intervention of excess insurance of another carrier.

In the event of the reduction or exhaustion of the aggregate limits of liability of the underlying policies listed in Schedule A solely by reason of losses paid thereunder in respect of occurrences happening during the policy period of this policy, this policy, (1) in the event of reduction, shall pay the excess of the reduced underlying limits; or (2) in the event of exhaustion, shall continue in force as underlying insurance.

K. Subrogation. The Company shall be subrogated to the extent of any payment hereunder to all the insured's right of recovery therefor; and the insured shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the insured's) having paid an amount in excess of the retained limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

L. Changes. Notice to or knowledge of any agent or other person shall not effect a waiver or change in part of this policy nor estop the Company from asserting any right under it, nor shall the terms of this policy be waived or changed except by endorsement hereon.

M. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall cover the insured's legal representative for the unexpired portion of such period.

N. Cancellation. This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when, not less than thirty (30) days for any reason other than non-payment of premium or (10) days for non-payment of premium thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If this policy is cancelled, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the Named Insured.

If this policy insures more than one insured, cancellation may

be effected by the first of such Named Insureds for the account of all insureds; and notice of cancellation by the Company to such first Named Insured shall be notice to all insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all interests therein.

O. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying policies listed in Schedule A, or renewals or replacements thereof not more restrictive, shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payments of claims in respect of occurrences happening during this policy period. In the event of failure by the insured to maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force.

In the event there is no recovery available to the insured as a result of the bankruptcy or insolvency of the underlying Insurer, the coverage hereunder shall apply in excess of the applicable limit of liability specified in Schedule A.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary and Chairman of the Board, but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the Company.

INDUSTRIAL INDEMNITY COMPANY

Lawrence E. Updegraff

Secretary

Robert J. Dunn

President

Donald M. Johnson

Chairman of the Board

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This policy shall not apply:

(a) to injury, sickness, disease, death, destruction or loss:

1. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(b) to injury, sickness, disease, death, destruction or loss resulting from the hazardous properties of nuclear material, if:

1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
3. the injury, sickness, disease, death, destruction or loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of or loss of property at such nuclear facility.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material" and by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) and (2) thereof;

"nuclear facility" means

1. any nuclear reactor,
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packing waste,
3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

**FOREIGN EXPOSURE COVERAGE
FOLLOWING FORM**

It is agreed and understood that Insuring Agreement IV Policy Period Territory is deleted and replaced by the following:

Insuring Agreement IV Policy Period Territory

1. This policy applies to occurrences happening within the United States, its territories or possessions or Canada during the Policy Period.
2. If coverage is provided to the insured in the underlying policies set forth in Schedule A—Schedule of Underlying Insurance, this policy applies to occurrences happening outside the United States, its territories or possessions or Canada during the Policy Period. This policy shall not apply to occurrences happening outside the United States, its territories or possessions or Canada if coverage is not provided in the underlying policies.

Defense Coverage Exclusion

It is further agreed that Insuring Agreement II (Defense Settlement) and references thereto in Condition E (Assistance and Cooperation) are deleted in their entirety.

It is further agreed that Definition 5, "Ultimate Net Loss" is deleted in its entirety and substituted by the following:

"Ultimate net loss" means the sum actually paid in cash in the settlement or satisfaction of losses for which the insured is liable, either by adjudication or compromise with the written consent of the company, after making proper deductions for all recoveries and salvages collectible but nothing herein requires the insured to enforce by legal action any rights of subrogation before the company shall pay any loss for which it may be liable hereunder.

It is further agreed that, except as provided in Insuring Agreement V as to the exhaustion of aggregate limits of underlying policies listed in Schedule A or in Condition J, the company will be liable only for loss and legal expense (including attorney fees, court costs, and interest on any judgment or award) in the event the Ultimate net loss exceeds the retained limit, and then only in proportion that the company's liability under this policy bears to the Ultimate net loss.

Loss and legal expense under this agreement does not include salaries of employees of the insured or office expenses of the insured incurred in investigation, adjustment, and litigation due to an occurrence covered by this policy

However, in no event will the company be liable for loss or legal expense incurred without the written consent of the company.

It is agreed that this policy shall not apply to investigation, adjustment, or legal expenses covered by underlying insurance.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective

, this endorsement forms a part of Policy No.

issued to

by

AUTHORIZED REPRESENTATIVE

NAME AND ADDRESS OF AGENCY McCracken Boeddiker & Ott 855 Oak Grove Avenue Menlo Park, California 94025		COMPANY Industrial Indemnity Insurance Company Effective 12:01 A.m. 1/1, 19 85 Expires <input checked="" type="checkbox"/> 12:01 am <input type="checkbox"/> Noon 3/1, 19 85 <input type="checkbox"/> This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)	
NAME AND MAILING ADDRESS OF INSURED Genus, Inc, etal 515 Ellis St. Mt. View, California 94043		Description of Operation/Vehicles/Property Policy No. LC876-6415	

Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %																				
<table border="1"> <thead> <tr> <th>Type of Insurance</th> <th>Coverage/Forms</th> <th colspan="3">Limits of Liability</th> </tr> <tr> <th></th> <th></th> <th>Each Occurrence</th> <th colspan="2">Aggregate</th> </tr> </thead> <tbody> <tr> <td> <input type="checkbox"/> Scheduled Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Other (specify below) <input type="checkbox"/> Med. Pay. \$ _____ Per Person \$ _____ Per Accident <input checked="" type="checkbox"/> Personal Injury </td> <td> UMBRELLA/EXCESS LIABILITY <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C </td> <td> Bodily Injury \$ _____ Property Damage \$ _____ Bodily Injury & Property Damage Combined \$ 20,000,000 </td> <td colspan="2"> \$20,000,000 </td> </tr> <tr> <td colspan="2"></td> <td>Personal Injury</td> <td colspan="2">\$ _____</td> </tr> </tbody> </table>					Type of Insurance	Coverage/Forms	Limits of Liability					Each Occurrence	Aggregate		<input type="checkbox"/> Scheduled Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Other (specify below) <input type="checkbox"/> Med. Pay. \$ _____ Per Person \$ _____ Per Accident <input checked="" type="checkbox"/> Personal Injury	UMBRELLA/EXCESS LIABILITY <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C	Bodily Injury \$ _____ Property Damage \$ _____ Bodily Injury & Property Damage Combined \$ 20,000,000	\$20,000,000				Personal Injury	\$ _____	
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<input type="checkbox"/> WORKERS' COMPENSATION — Statutory Limits (specify states below) <input type="checkbox"/> EMPLOYERS' LIABILITY — Limit \$ _____																								

SPECIAL CONDITIONS/OTHER COVERAGES

NAME AND ADDRESS OF <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED _____ LOAN NUMBER _____	Signature of Authorized Representative C.W. Ott McCracken-Boeddiker & Ott Date 1/1/85
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROD. CODE: 25919

CONTAMINATION AND POLLUTION EXCLUSION

It is agreed that all exclusions relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants are replaced by the following:

(a) **BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE**, whether or not intended or expected from the standpoint of the **INSURED**, arising out of the accidental, inadvertent, or intentional discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water;

(b) any loss, cost or expense arising out of any directive or request by any person or entity that the **NAMED INSURED** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants or contaminants described herein.

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective 7-1-85

this endorsement forms part of Policy Number LC 876-6415

of INDUSTRIAL INDEMNITY CO.

Issued to GENUS INC., ETAL

Endorsement no. 2 AMENDED

AUTHORIZED REPRESENTATIVE

1X003 R3 (1/80)

11-6-85 ibt

INSUREDS SIGNATURE

Industrial Indemnity

a Crum and Forster organization

ENDORSEMENT

PROD. CODE: 25919

**IN CONSIDERATION OF THE REINSURANCE PROVIDED
UNDER THE ABOVE ACCOUNT, AN ADDITIONAL PREMIUM
OF \$750. WILL APPLY FOR THE REMAINDER OF THE TERM.**

BILLED
#750
6-14-85

All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Effective **7-1-85**, this endorsement forms part of Policy Number **LC 876-6415**

of **INDUSTRIAL INDEMNITY CO.**

Issued to **GENUS INC., ETAL**

Endorsement no. **1**

6-10-85 ibt

AUTHORIZED REPRESENTATIVE



GENUS, INC.

General Liability/Pollution Coverage

<u>Policy Year</u>	<u>Type</u>	<u>Policy Number</u>	<u>Company</u>	<u>Sudden & Accidental Pollution Coverage</u>	<u>Absolute Pollution Exclusion</u>
03/04/82 to 01/01/83	CGL	3520-61-41	Northwestern Pacific Indemnity (Chubb)	Yes	No
03/04/82 to 01/01/83	Umbrella	7960-84-95	Pacific Indemnity Company (Chubb)	Yes	No
01/01/83 to 01/01/84	CGL	3520-61-41	Northwestern Pacific Indemnity (Chubb)	Yes	No
01/01/83 to 01/01/84	Umbrella	7960-84-95	Pacific Indemnity Company (Chubb)	Yes	No
01/01/84 to 01/01/85	CGL	3520-61-41	Northwestern Pacific Indemnity (Chubb)	Yes	No
01/01/84 to 01/01/85	Umbrella	57RHUJF2573	Hartford Insurance Company	Yes	No
01/01/84 to 01/01/85	Umbrella	MN028975	Mission National Insurance Company	Yes	No
01/01/85 to 01/01/86	CGL	3520-61-41	Northwestern Pacific Indemnity (Chubb)	Yes	No
01/01/85 to 01/01/86	Umbrella	LC876-6415	Industrial Indemnity	Yes	No



<u>Policy Year</u>	<u>Type</u>	<u>Policy Number</u>	<u>Company</u>	<u>Sudden & Accidental Pollution Coverage</u>	<u>Absolute Pollution Exclusion</u>
01/01/86 to 02/01/86	CGL	7308-23-31	Federal Insurance Company (Chubb)	No	Yes
02/01/86 to 02/01/89	CGL	BPP0240440	Northbrook Property and Casualty	No	Yes
02/01/88 to 02/01/89	Umbrella	SP05505345	St. Paul Surplus Lines	No	Yes

1. Chubb/Group of Insurance Companies
P.O. Box 5726
San Jose, CA 95110
2. Northbrook Property & Casualty Ins. Co.
One Market Plaza
Steuart Street Tower, Suite 2510
San Francisco, CA 94105
3. The Hartford Insurance Group
650 California Street
San Francisco, CA 94108
4. Industrial Indemnity
255 California Street
San Francisco, CA 94111

GENUS, INC.

INSURANCE SUMMARY

February 1, 1988

Respectfully submitted by:

McCracken, Boeddiker & Ott

William Anthony Jordan

mbo

INSURANCE SUMMARY

INSURED: Genus, Inc.

INSURER: Industrial Risk Insurers
Policy No. 31-3-43726

TERM: January 1, 1988 to February 1, 1988

COVERS: Property Damage, Business Interruption, Extra Expense, Accounts Receivable, Valuable Papers, Data Processing Electronic Data Porcessing Equipment and Media, Boiler & Machinery

Perils: "All-Risk" of Physical Loss excluding Earthquake and Flood.

LIMITS OR AMOUNTS: \$29,105,500. Blanket All Property, Business Interruption and Rents, subject to the following sublimits:

100,000.	Newly Acquired Locations
100,000.	Extra Expense Each at Loc. #1 & #2
25,000.	Extra Expense Each at Loc. #3, #4 & #5
500,000.	Miscellaneous Unnamed Locations
500,000.	Accounts Receivable at Loc. #1
500,000.	Valuable Papers at Loc. #1 & #2
500,000.	EDP Equipment & Media at Loc. #1 & #2
1,000,000.	Off Premises Power Sublimit

REMARKS:

1. Repair and Replacement
2. Agreed Amount in lieu of Coinsurance Penalties
3. Annual Reporting of Values except for newly acquired locations
4. Selling Price Valuation on Finished Goods
5. Off Premises Power Including Transmission Lines
6. Includes Boiler & Machinery Insurance

Locations:

1. 515 Ellis St., Mountain View, CA
2. 290 Ferguson Dr., Mountain View, CA
3. 210 Winter St., Suites 301 & 303, Weymouth, MA
4. 100 Merrick Road, Rockville Center, NY
5. 1701 N. Greenville Avenue, Richardson, TX

Deductibles:

1. Basic Perils \$ 5,000.
2. All Other Perils 10,000.
3. Off Premises Power Interruption - 12 Hours
4. Boiler & Machinery 5,000.

ESTIMATED ANNUAL PREMIUM: \$ 26,566.

mbo

INSURED: Genus, Inc.

INSURER: Northbrook Property & Casualty Insurance Company
Policy No. BPP 0240440

TERM: February 1, 1988 to February 1, 1989

COVERS: Domestic (U.S. & Canada) Commercial General Liability

LIMITS OR AMOUNTS:	\$2,000,000.	General Aggregate Limit
	2,000,000.	Products/Completed Operations Aggregate Limit
	1,000,000.	Personal & Advertising Injury Limit
	1,000,000.	Each Occurrence Limit
	1,000,000.	Fire Damage Limit (Any One Fire)
	5,000.	Medical Expense (Any One Person)

Coverage Includes:

1. Premises/Operations
2. Products/Completed Operations
3. Contractual Liability
4. Personal and Advertising Injury
5. Medical Payments
6. Fire Damage Legal Liability
7. Broad Form Property Damage
8. Host Liquor Liability
9. Incidental Medical Malpractice
10. Employee Benefits

REMARKS: Deductible: \$1,000. per Negligent Act - Employee
Benefits Liability

ESTIMATED
ANNUAL
PREMIUM: \$ 24,227.00 Payable in quarterly installments
plus CIGA

INSURANCE SUMMARY

INSURED: Genus, Inc.

INSURER: St. Paul Surplus

TERM: February 1, 1988 to February 1, 1989

COVERS: Umbrella Liability

Coverage is excess of primary General, Auto and Foreign Liability policies. Coverage is excess over primary limits where coverage is afforded under primary. Where no coverage is afforded under primary policies, Umbrella terms and conditions apply.

LIMITS
OR AMOUNTS:

*Option I - \$1,000,000.

~~**Option II - \$3,000,000.~~

~~***Option III - \$5,000,000.~~

REMARKS: A \$10,000. Self-Insured Retention applies to all options.

ESTIMATED
PREMIUM:

*Option I - \$ 9,000.

~~**Option II - \$16,000.~~

~~***Option III - \$18,800.~~

Plus 3.1% Tax and Fee

mbo

GENUS, INC.
INSURANCE SUMMARY
January 1, 1987

Respectfully submitted by:
McCracken, Boeddiker & Ott
William Anthony Jordan

INSURANCE SUMMARY

INSURED: Genus, Inc.

INSURER: Industrial Risk Insurers
Policy No. 31-3-43369

TERM: January 1, 1987 to January 1, 1988

COVERS: Property Damage, Business Interruption, Extra
Expense, Accounts Receivable, Valuable Papers,
Data Processing Media.

Perils: "All-Risk" of Physical Loss
excluding Earthquake and Flood.

LIMITS OR
AMOUNTS: \$26,597,250. Blanket All Property, Business
Interruption and Rents, subject to
the following sublimits:

350,000.	Extra Expense
500,000.	Miscellaneous Unnamed Locations
500,000.	Personal Property of Others
500,000.	Accounts Receivable
500,000.	Valuable Papers
500,000.	Data Processing & Media
100,000.	Newly Acquired Locations

REMARKS:

1. Repair and Replacement
2. Agreed Amount in lieu of Coinsurance Penalties
3. Annual Reporting of Values except for newly
acquired locations
4. Selling Price Valuation on Finished Goods
5. Off Premises Power Including Transmission Lines

Deductibles:

1. Basic Perils \$10,000.
2. All Other Perils 25,000.
3. Off Premises Power Interruption - 12 Hours

ESTIMATED
ANNUAL
PREMIUM: \$ 29,105.

INSURANCE SUMMARY

INSURED: Genus, Inc.

INSURER: Northbrook Property & Casualty Insurance Company
Policy No. BPP 0240440

TERM: February 1, 1987 to February 1, 1988

COVERS: Domestic (U.S. & Canada) Comprehensive General Liability

LIMITS OR AMOUNTS: \$1,000,000. Per Occurrence;
\$1,000,000. Aggregate
Comprehensive General Liability
Bodily Injury and Property Damage.
Includes CGL Broadening Endorsement
and Employee Benefits Liability.

REMARKS: Deductible: \$1,000. per Negligent Act - Employee Benefits Liability

ESTIMATED ANNUAL PREMIUM: \$ 29,937.00 Payable in quarterly installments
218.24 CIGA

GENUS, INC.

INSURANCE SUMMARY

January 1, 1986

Respectfully submitted by:

McCracken, Boeddiker & Ott

William Anthony Jordan



INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Affiliated, Managed or Controlled Companies as may now or hereafter exist.

INSURER: Industrial Risk Insurers
Policy No. 31-328818

TERM: January 1, 1986 to January 1, 1987

COVERS: Property Damage, Business Interruption, Extra Expense, Accounts Receivable, Valuable Papers, Data Processing Media.

Perils: "All-Risk" of Physical Loss
excluding Earthquake and Flood.

LIMITS OR
AMOUNTS:

\$19,500,000.	Blanket All Property, Business Interruption and Rents, subject to the following sublimits:
400,000.	Extra Expense
500,000.	Miscellaneous Unnamed Locations
1,000,000.	Contingent Business Interruption
500,000.	Personal Property of Others
500,000.	Accounts Receivable
500,000.	Valuable Papers
500,000.	Data Processing & Media
100,000.	Newly Acquired Locations

REMARKS:

1. Repair and Replacement
2. Agreed Amount in lieu of Coinsurance Penalties
3. Annual Reporting of Values except for newly acquired locations
4. Selling Price Valuation on Finished Goods
5. Off Premises Power Including Transmission Lines

Deductibles:

1. Basic Perils \$ 5,000.
2. All Other Perils 25,000.
3. EDP 5,000.
4. Off Premises Power Interruption - 12 Hours

ESTIMATED
ANNUAL
PREMIUM:

\$ 28,256.



INSURANCE SUMMARY

INSURED: Genus, Inc.

INSURER: Northbrook Property & Casualty Insurance Company
Policy No. BPP 0240440

TERM: February 1, 1986 to February 1, 1987

COVERS: Domestic (U.S. & Canada) Comprehensive General Liability

LIMITS OR AMOUNTS: \$1,000,000. Per Occurrence; \$1,000,000.
Aggregate Comprehensive General Liability Bodily Injury and Property Damage. Includes CGL Broadening Endorsement and Employee Benefits Liability.

REMARKS: Deductible: \$1,000. per Negligent Act - Employee Benefits Liability

ESTIMATED ANNUAL PREMIUM: \$ 31,178. Payable in quarterly installments

mbo

GENUS, INC.
INSURANCE SUMMARY
1-1-85

Respectfully submitted by
McCracken, Boeddiker & Ott
William Anthony Jordan

mbo

INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Affiliated, Managed, or Controlled Companies as may now or hereafter exist.

INSURER: Industrial Risk Insurers
Policy No. 3313328181

TERM: January 1, 1985 to January 1, 1986

COVERS: Property Damage, Business Interruption, Extra Expense, Accounts Receivables, Valuable Papers, Data Processing Media.

Perils: "All-Risk" of Physical Loss Including Earthquake and Flood.

LIMITS OR AMOUNTS: \$22,952,000 - Blanket All Property and Business Interruption subject to the following sublimits:

- 100,000 - Extra Expense
- 500,000 - Miscellaneous Unnamed Locations.
- 1,000,000 - Contingent Business Interruption
- 5,000,000 - Earthquake and Flood
- 500,000 - Personal Property of Others
- 500,000 - Accounts Receivable
- 500,000 - Valuable Papers
- 500,000 - Data Processing & Media

REMARKS:

1. Repair and Replacement.
2. Agreed Amount in lieu of Coinsurance Penalties.
3. Annual Reporting of Values except for newly acquired locations.
4. Selling Price Valuation on Finished Goods.
5. Off Premises Power Including Transmission Lines.

Deductibles:

1. Earthquake - \$250,000
2. Flood - \$50,000.
3. All Other Perils - \$1,000
4. Off Premises Power Interruption - 12 Hours.

ESTIMATED PREMIUM: \$34,397

INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Managed, Owned or Financially Controlled Companies as may now or hereafter exist.

INSURER: Northwestern Pacific Indemnity Company
Policy No. MP35206141

TERM: January 1, 1985 to *February 1, 1986*
January 1, 1986

COVERS:

- 1.) Domestic (U.S. & Canada) Comprehensive General Liability.
- 2.) Loss of Project Protection (R&D)
- 3.) Transit

LIMITS OR AMOUNTS:

- 1.) \$500,000 - Per Occurrence; \$500,000 Aggregate Comprehensive General Liability Bodily Injury and Property Damage. Includes CGL Broadening Endorsement and Employee Benefits Liability.
- 2.) \$500,000 - Loss of Project Protection R&D and Valuable Papers & Records at 515 Ellis.
- 3.) \$ 5,000 - Transit

REMARKS:

ESTIMATED PREMIUM: \$3,563

INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Affiliated, Managed or Controlled Companies as may now or hereafter exist.

INSURER: Industrial Insurance Company
Policy No. LC876-6415

TERM: January 1, 1985 to January 1, 1986

COVERS: Umbrella/Excess Liability

Coverage includes Excess General and Automobile Liability on Broad Basis. Coverage is excess of those instances where coverage is afforded under the primary policy and primary in those instances where no coverage is afforded under the primary policy.

LIMITS OR AMOUNTS: \$20,000,000 - Each Occurrence
20,000,000 - Annual Aggregate

REMARKS: Deposit premium based on estimated payroll of \$2,200,000 adjustable at rate of .494/\$100 of manufacturing payroll.

ESTIMATED PREMIUM: \$10,877 Deposit Premium

mbo

GENUS, INC.

INSURANCE SUMMARY

1/1/84

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INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Affiliated, Managed, or controlled Companies as may now or hereafter exist.

INSURER: Industrial Risk Insurers
Policy No. 3313328181

TERM: January 1, 1984 to January 1, 1985

COVERS: Property Damage, Business Interruption, Extra Expense, Accounts Receivables, Valuable Papers, Data Processing Media.

Perils: "All-Risk" of Physical Loss Including Earthquake and Flood.

**LIMITS OR
AMOUNTS:**

\$17,752,500 - Blanket All Property and Business Interruption.
100,000 - Extra Expense
500,000 - Miscellaneous Unnamed Locations.
1,000,000 - Contingent Business Interruption
10,000,000 - Earthquake and Flood
500,000 - Personal Property of Others
500,000 - Accounts Receivable
500,000 - Valuable Papers
500,000 - Data Processing & Media

REMARKS:

1. Repair and Replacement.
2. Agreed Amount in lieu of Coinsurance Penalties.
3. Annual Reporting of Values except for newly acquired locations.
4. Selling Price Valuation on Finished Goods.
5. Off Premises Power Including Transmission Lines.

Deductibles:

1. Earthquake - 2% subject to a \$250,000 maximum.
2. Flood - \$50,000.
3. All Other Perils - \$1,000.
4. Off Premises Power Interruption - 12 Hours.

**ESTIMATED
PREMIUM:**

\$22,927.

INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Managed, Owned or Financially Controlled Companies as may now or hereafter exist.

INSURER: Northwestern Pacific Indemnity Company
Policy No. MP35206141

TERM: January 1, 1984 to January 1, 1985

COVERS:

- 1.) Crime
- 2.) Loss of Project Protection (R&D).
- 3.) Domestic (U.S. & Canada) Comprehensive General Liability.
- 4.) Boiler and Machinery.

LIMITS OR AMOUNTS:

- 1.) \$ 100,000 - Commercial Blanket Bond
500 - Broad Form Money and Securities
100,000 - Depositors Forgery
- 2.) \$ 500,000 - Loss of Project Protection
R&D and Valuable Papers & Records
at 515 Ellis.
- 3.) \$ 500,000 - Per Occurrence; \$500,000 Aggregate
Comprehensive General Liability
Bodily Injury and Property Damage.
Includes CGL Broadening Endorsement
and Employee Benefits Liability.
- 4.) \$1,000,000 - Direct Damage, Consequential Loss,
Expediting Expense, and Business
Interruption resulting from Defined
Accident to Boilers, Unfired
Pressure Vessels, and Miscellaneous
Electrical Apparatus.

REMARKS: Deductibles

- 1.) Crime - \$1,000 per Occurrence
- 2.) Loss of Project Prot. - \$500 per Occurrence
- 3.) General Liability - Nil
- 4.) B & M: a) \$1,000 - Direct Damage
b) 24 Hour - Business Interruption

**ESTIMATED
PREMIUM:** \$6,290.

INSURANCE SUMMARY

INSURED: Genus, Inc.

INSURER: Hartford Insurance
Policy No. 57RHUJF2573

TERM: January 1, 1984 to January 1, 1985

COVERS: Umbrella/Excess Liability

Coverage includes Excess General and Automobile Liability on Broad Basis. Coverage is excess of those instances where coverage is afforded under the primary policy. In those instances where no coverage is afforded under the primary policy, a \$10,000 retention is applicable.

LIMITS OR
AMOUNTS:

\$10,000,000 - Each-Occurrence
10,000,000 - Annual Aggregate
10,000 - Aggregate

REMARKS:

ESTIMATED
PREMIUM:

\$2,300.

mbo

INSURANCE SUMMARY

INSURED: Genus, Inc. and all subsidiary, Affiliated,
Managed or Controlled Companies as may now or
hereafter exist.

INSURER: Mission National Insurance Company
Policy No. MNO28975

TERM: January 1, 1984 to January 1, 1985

COVERS: Umbrella/Excess Liability
Coverage includes Excess General and
Auto Liability in excess of all
Underlying insurance.

LIMITS OR
- AMOUNTS: \$10,000,000 - Per Occurrence
10,000,000 - Annual Aggregate

REMARKS:

ESTIMATED
PREMIUM: \$2,600

mbo

GENUS, INC.

INSURANCE SUMMARY

1/1/83

mbo

INSURANCE SUMMARY

INSURED: Genus, Inc. and all Subsidiary, Managed, Owned
or Controlled Companies As May Now Or Hereafter
Exist.

INSURER: Northwestern Pacific Indemnity
Policy No. MP3520-61-41

TERM: January 1, 1983 to January 1, 1984

COVERS: Comprehensive Package Policy
Coverage Exhibit Attached

LIMITS OR
AMOUNTS: Exhibit Attached

REMARKS:

ESTIMATED
PREMIUM: \$6,263 payable in quarterly installments

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GENUS, INC.
Comprehensive Package Policy
Insurance Summary

I. Property

\$ 3,000,000 - Blanket Stock and Equipment
50,000 - Any Miscellaneous Location
200,000 - Transit including Contingent
FOB, C&F
200,000 - Exhibitions

Perils: "All-Risk" exclusive of standard
text exclusions such as Earthquake,
Flood, and War.

Deductible: \$100 Per Occurrence

Extensions: a) Replacement Cost
b) Earthquake Sprinkler Leakage

II. Business Interruption

A. 1,487,000 - Gross Earnings, including Contingent,
Gross Earnings at Subcontractors,
Vendors and Suppliers.

B. 100,000 - Extra Expense

Perils: Same as Property

Deductible: None

III. Inland Marine

\$ 200,000 - Loss of Project Research and Development
Documentation

Perils: Same as Property

Deductible: None

IV. Comprehensive General Liability

\$ 500,000 - Combined Single Limit Bodily Injury
and Property Damage

Extensions: Premises Liability
Operations and Products Liability
Contractual Liability
Personal Injury
Host Liquor Liability
Incidental Malpractice
Advertising Liability
Employees as Additional Insured
Broad Form Property Damage
Fire Legal Liability
Employee Benefits

V. Crime

- A. 100,000 - Commercial Blanket Bond on Loss of
Money, Securities, or their property
caused by an employee, acting alone
or in collusion with others.
- B. 1,000 - Money & Securities (Petty Cash) In &
Out of Premises.
- C. 50,000 - Depositor's Forgery on Loss occasioned
by alteration of negotiable instrument
drawn on Genus, Inc's account, Coverage
relates to Non-employees.

INSURANCE SUMMARY

INSURED: Genus, Inc. and All Subsidiary, Managed, Owned or Controlled Companies as may now or hereafter exist. William Lehner; William Elder; Richard Hannigan; Charles Bech; Kenneth O'Neil

INSURER: Pacific Indemnity Company
Policy No. 847960-84-95

TERM: January 1, 1983 to January 1, 1984

COVERS: Umbrella/Excess Liability

Coverage includes Excess General and Automobile Liability on Broad Basis. Coverage is excess in those instances where coverage is afforded under primary policy, and primary in those instances where no coverage is afforded under the primary policy.

LIMITS OR AMOUNTS: \$5,000,000 - Each Occurrence
5,000 000 - Annual Aggregate

REMARKS:

ESTIMATED PREMIUM: \$1,700

mbo

GENUS, INC.

INSURANCE SUMMARY

4/7/82

mbo

INSURANCE SUMMARY

INSURED: Genus, Inc. and All Subsidiary, Managed, Owned
Or Controlled Companies As May Now Or Hereafter
Exist.

INSURER: Northwestern Pacific Indemnity
Policy MP3520-61-41

TERM: March 4, 1982 to January 1, 1983

COVERS: Comprehensive Package Policy
Coverage Exhibit Attached

LIMITS OR
AMOUNTS: Exhibit Attached

REMARKS:

ESTIMATED
PREMIUM: \$1,389.

GENUS, INC.

Comprehensive Package Policy

Insurance Summary

4
I. Property

\$ 25,000 - Blanket Stock and Equipment
10,000 - Any Miscellaneous Location
10,000 - Transit including Contingent FOB, C&F

Perils: "All Risk" exclusive of standard text exclusions
such as Earthquake, Flood, and War.

Deductible: \$100 Per Occurrence

Extensions: a) Replacement Cost
b) Earthquake Sprinkler Leakage

II. Business Interruption

A. Gross Earnings
\$1,000,000 - Loss of Project

B. Extra Expense
\$ 25,000 - 40%, 30%, 30%

Perils: Same as Property

Deductible: None

III. Inland Marine

\$ 200,000 - Valuable Papers, Records and Data Processing
Media.

Perils: Same as Property

Deductible: None

IV. Comprehensive General Liability

\$ 500,000 - Combined Single Limit Bodily Injury and
Property Damage

Extensions: Premises Liability
Operations and Products Liability
Contractual Liability
Personal Injury
Host Liquor Liability
Incidental Malpractice
Advertising Liability
Employees as Additional Insured
Broad Form Property Damage
Fire Legal Liability
Employee Benefits

INSURANCE SUMMARY

INSURED: Genus, Inc. and All Subsidiary, Managed, Owned or Controlled Companies as may now or hereafter exist, William Lehner; William Elder; Richard Hannigan; Charles Bech; Kenneth O'Neil

INSURER: Pacific Indemnity Company
Policy No. 837960-84-95

TERM: March 4, 1982 to January 1, 1983

COVERS: Umbrella/Excess Liability

Coverage includes Excess General and Automobile Liability on Broad Basis. Coverage is excess in those instances where coverage is afforded under primary policy, and primary in those instances where no coverage is afforded under the primary policy.

LIMITS OR AMOUNTS:
\$1,000,000 - Each Occurrence
1,000,000 - Annual Aggregate

REMARKS:

ESTIMATED PREMIUM: \$415.